County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, April 28, 2026

9:00 AM

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

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

Board of Supervisors

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

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)
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+1 929 205 6099 US (New York)
+1 253 215 8782 US
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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.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the County of Monterey Government Center, 168 W. Alisal St.,1st Floor Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.

All documents submitted by the public must have no less than ten (10) copies.

The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.
Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

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

P = Presented

NP = Not presented

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

PUBLIC 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)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

   b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) Alejandro Aguayo (Workers' Compensation Appeals Board No. ADJ17915921, ADJ17915922)
   (2) Mario Gonzalez, et al. v. State of California, et al., Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848;24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)
   (3) Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.(San Luis Obispo Superior Court Case No. 19CVP-0010)

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

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 designating May 2026 as Historic Preservation Month in Monterey County in recognition of the importance of the history and historic resources to people and community. (Supervisor Church) (P)

Attachments: Ceremonial Resolution - Historic Preservation Month

3. Adopt a resolution proclaiming April 2026 as "Month of the Military Child" in Monterey County, designating April 15, 2026, as "Purple Up! Day," recognizing the contributions and sacrifices of military children and youth, and honoring the efforts of District 28 American Legion Family in supporting military families. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Month of the Military Child

4. Adopt a resolution proclaiming April 2026 as Child Abuse Prevention Month in the County of Monterey and recognize the child abuse prevention efforts of the Child Abuse Prevention Council (CAPC), Family and Children's Services (FCS), the District Attorney's Office, and community partners. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Child Abuse Prevention

5. Adopt a resolution proclaiming May 3 through May 9, 2026, as Public Service Recognition Week, honoring County of Monterey County employees for their dedicated service. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Public Service Recognition Week

6. Adopt a resolution recognizing Marlo Schalesky as the recipient of the "2026 Community Alliance for Safety and Peace Award" for excellence and impact in violence reduction. (Supervisor Alejo) (NP)

Attachments: Ceremonial Resolution - Marlo Schalesky

7. Adopt a resolution recognizing Alexa Naranjo as the recipient of the "2026 Community Alliance for Safety and Peace For Our Future Youth Award" for outstanding leadership in violence prevention.

(Supervisor Alejo) (NP)

Attachments: Ceremonial Resolution - Alexa Naranjo

8. Adopt a resolution recognizing Viki Law as the Recipient of the "2026 Community Alliance for Safety and Peace Joe Gunter Community Spirit Award" for exemplary leadership, community partnership, and youth-centered violence prevention. (Supervisor Alejo) (NP)

Attachments: Ceremonial Resolution - Viki Law

9. Adopt a resolution proclaiming 1925 - 2025 as Monterey County 4-H Program Centennial Year. (Supervisor Lopez) (P)

Attachments: Ceremonial Resolution - Monterey County 4H 100th Anniversary

10. Adopt a resolution proclaiming April 2026 as "Monterey County Earth Awareness Month" in the County of Monterey, and encouraging residents, as well as public and private organizations, to participate in Clean-Up Day events across cities and unincorporated areas throughout the County. (Supervisor Root Askew) (NP)

Attachments: Ceremonial Resolution - Earth Awareness Month

11. Adopt a resolution recognizing Undisclosed recipient of the Grower-Shipper Foundation's Ag Against Hunger 2026 Agricultural Woman of the Year. (Supervisor Lopez) (NP)

Attachments: Ceremonial Resolution - Undisclosed 2026 Ag Woman of the Year

Special Presentation

12. National Crime Victims' Rights Week

Appointments

13. Appoint Sharyn Siebert to the Commission On The Status Of Women representing District 5 with a term end date of February 1, 2029 (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - Sharyn Siebert
Application - Sharyn Siebert

14. Appoint Janet Frank to the Behavioral Health Commission representing District 5 as a Consumer Interest Representative with a term end date of May 31, 2029 (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - Janet Frank
Application - Janet Frank

15. Appoint Patrick (Rick) Aldinger to the Big Sur Byway Organization representing District 5 as a Big Sur Chamber of Commerce Representative with a term end date of May 1, 2029 (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - Patrick (rick) Aldinger
Application - Patrick (rick) Aldinger

16. Appoint Martha Diehl to the Big Sur Byway Organization representing District 5 as a At-Large Representative with a term end date of May 1, 2029. (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - Martha Diehl
Application - Martha Diehl

17. Reappoint John Olejnik to the Big Sur Byway Organization as a California Department of Transportation Representative with a term end date of May 1, 2029 (District Specific - District 5, Supervisor Daniels)

Attachments: Notification to Clerk of Appt - John Olejnik
Application - John Olejnik

17.1 Appoint William Eldredge to North County Recreation and Parks District representing District 2 with a term expiration date on November 30, 2028. (Nominated By - District 2, Supervisor Church) (ADDED VIA ADDENDA)

Attachments: Notification to Clerk - William Eldredge
Letter of Interest - William Eldredge
Resume - William Eldredge

Boards, Commissions & Committees Terms/Vacancies

Volunteer Here for a Board, Commission and or Committee

Attachments: Link to Boards, Commissions and Committees Terms/Vacancies

Approval of Consent Calendar – (See Supplemental Sheet)

18. See Supplemental Sheet

General Public Comments

19. General Public Comments

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They

may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

Scheduled Matters

20. a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
b. Provide directions to staff, as appropriate.

Attachments: Board Report
2024 Special Rate Study/Solid Waste Rate Disparity
Board Order 25-246
Item No. 20 Presentation

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

21. Receive an informal update from Monterey One Water, presented by Paul A. Sciuto, Executive Officer, on capital projects, the rate study, and strategic priorities.

Attachments: Board Report
M1W Update 2026 with Executive Officer
Item No. 21 Presentation

22. **REF260001 (PLN250139-DEP, PLN110117-AMD1, PLN190243, PLN170296) - SOUTH COUNTY AREA PLAN, CARMEL VALLEY MASTER PLAN, CENTRAL SALINAS VALLEY AREA PLAN, AND GREATER SALINAS AREA PLAN AMENDMENTS**
Public hearing to consider proposed 2010 General Plan amendments and zoning ordinance amendments to:
1. Amend designation from commercial to residential on four properties located at 68202, 68210, 68226, and 68218 Interlake Road, Lockwood; Amend Sectional District Map 79 and South County Area (SCA) Plan Figure LU9 to rezone and redesignate four parcels (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) from Light Commercial [LC] to Low-Density Residential [LDR/1];
2. Amend designation from low density residential to high density residential on the designated affordable housing site in the September Ranch (One Carmel) subdivision; Amend Sectional District Map 17C and the Carmel Valley Master Plan Figure LU3 to rezone and redesignate a 4.47 acre parcel (APN: 015-171-019-000) from LDR, 2.5 acres per unit, Design Control zoning

overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S];

3. Special treatment designation to allow outdoor cannabis cultivation at 50700 Thompson Canyon Road, King City in the CSV Area; Amend the text of the Central Salinas Valley Area Plan to add Policy CSV-1.8, which would create a Special Treatment Area over APN: 420-063-014-000 to allow up to 20,000 square feet of outdoor commercial cannabis cultivation and require submittal of compliance testing information; and

4. Special treatment designation to allow commercial uses on property zoned Farmland located at 111 and 115 Monterey-Salinas Highway (former McShane's Nursery and Salinas Tattoo Company); Amend the text of the GSA Plan to add Policy GS-1.15, which would create a Special Treatment Area over APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000 to recognize the historic and ongoing commercial use of the properties.

Project Locations: 1. Lockwood: The properties are located at 68202, 68210, 68226, and 68218 Interlake Road, Bradley (APN 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000), SCA Plan;

2. September Ranch affordable housing: No address assigned (APN: 015-171-019-000), Carmel Valley Master Plan;

3. Outdoor Cannabis Cultivation: 50700 Thompson Canyon Road, King City (Assessor's Parcel Number 420-063-014-000), CSV Area Plan; and

4. Commercial uses on Farmland: 111/115/117 Monterey Salinas Highway (APNs: 207-131-004-000, 207-131-005-000, and 207-121-014-000)

Proposed California Environmental Quality Act ("CEQA") actions: Find the respective projects:

1) [Lockwood properties] consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for Housing and Community Development's Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent Environmental Impact Report (EIR) pursuant to CEQA Guidelines Section 15162;

2) [September Ranch affordable housing] consistent with the Certified Final Revised EIR(SCH No. 19950803033) for the September Ranch Subdivision Project and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162;

3) [Outdoor Cannabis Cultivation] Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and

4) [Commercial uses on Farmland] Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2

Attachments: Board Report
Attachment A - Discussion
Attachment B - Draft Resolution for PLN250139-DEP
Attachment C - Draft Ordinance for PLN2501039-DEP
Attachment D - Draft Resolution for PLN110117-AMD1
Attachment E - Draft Ordinance for PLN110117-AMD1
Attachment F - Draft Resolution for PLN190243
Attachment G - Draft Resolution for PLN170296
Attachment H - PLN250139 Applicant's Justification
Attachment I - PLN190243 Applicant's Operation Plan
Attachment J - Board of Supervisors Resolution No. 10-312
Attachment K - PLN170296 Applicant's Justification
Attachment L - Agriculture Commissioner comments on PLN190243
Attachment M - PLN240139 Public Comment

Other Board Matters

Referral Matrix and New Referrals

23. Referral Matrix and New Referrals

Attachments: Board Referral Matrix
2026.07 (Church) Multifamily Housing
2026.08 (Daniels) 12-Month Moratorium on Parking at Bixby Bridge

Referral Responses

24. Consider a preliminary analysis report in response to Board Referral No. 2026.05 (Root Askew) requesting for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period.

Attachments: Board Report
Board Referral 2026.05
Item No. 24 Presentation

County Administrative Officer Comments

25. County Administrative Officer Comments

Board Comments

26. Board Comments

Read out from Closed Session by County Counsel

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

Adjournment

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

27. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated in Attachment A, effective May 2, 2026; and
b. Authorize and direct the County Human Resources Department to implement the changes in the Advantage Human Resources Management system.

Attachments: Board Report
Attachment A
Resolution

Health Department

28. a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Department of Health Services to complete internship/externship assignments as part of their field education and service-learning requirements for their respective field of study program;
b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel and County Risk Management;
c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel; and
d. Approve and authorize execution by the Director of Health Services or designee of the Student Placement Agreement template with universities and colleges for Fiscal Year (FY) 2025-2026 through FY 2030-2031.

Attachments: Board Report
Student Placement Agreement Template

29. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Medbridge, Inc., to access a web-based system for the creation of home exercise programs for patients served in the California Children's Services Medical Therapy Program, for a one-year term, effective upon execution, for a total amount not to exceed amount of $3,289;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of

Health Services; and
c. Approve and authorize the County Purchasing Agent or designee to sign up to three future amendments to the agreement, provided they do not exceed an aggregate amount of $200,000 fall within the signing authority of the County Purchasing Agent, and do not significantly change the scope of services.

Attachments: Board Report
Order Form (Non-standard Agreement)
Business Associates Agreement

30. a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding with Greenfield Union School District, to promote active modes of transportation to students, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions, upon execution to June 30, 2031 with no exchange of funds; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope and do not add funds to the agreement.

Attachments: Board Report
Memorandum of Understanding

31. a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard Participation Agreement No. 14715-MONT-CRED-28_29 between the County of Monterey and California Mental Health Services Authority, for the provision of County Mental Health Plan credentialing services, for a total Agreement amount not to exceed $55,099 for the term March 1, 2026 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to approve up to three future amendments that do not exceed 10% ($5,509) of the original Agreement amount, do not significantly change the scope of work, and the total agreement amount does not exceed $60,609.

Attachments: Board Report
Participation Agreement No.14715-MONT-CRED-28_29

32. a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard agreement with Montage Health Foundation to provide opioid education and prevention in Monterey County schools for the term January 1, 2026 to December 31, 2029 for a total amount not to exceed $1,560,281; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services and do not exceed 10% ($156,028) of the original contract amount for a total not exceed amount of $1,716,309.

Attachments: Board Report
Agreement (With Exhibit A)

33. Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 1 to Agreement No. A-16216 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, to increase the amount by $100,000 for a new total Agreement amount of $450,000 and extend the term an additional three years for a new term of July 1, 2023 through June 30, 2029.

Attachments: Board Report
Amendment No.1
Board Order
Agreement

Department of Social Services

34. a. Approve and authorize the Director of the Department of Social Services or designee execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County retroactive for the period of April 1, 2026, through April 30, 2028; and
b. Approve and authorize the Military and Veterans Affairs Officer of the Department of Veterans Affairs or designee to execute standard agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2026, through June 30, 2028.

Attachments: Board Report
Attachment A

Criminal Justice

35. a. Authorize the County Purchasing Agent or designee, to execute an amendment to the Agreement with Sicuro Data Analytics, Inc. for Statistical Analysis, retroactive to February 1, 2026 through December 31, 2027, increasing the maximum contract amount from $150,000 to $371,100;
b. Accept standard contract provisions as recommended by the District Attorney;
c. Authorize the County Purchasing Agent or designee and the District Attorney or designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the County Purchasing Agent or designee to issue purchase orders on an as-needed basis pursuant to this Amended Agreement, retroactive to February 1, 2026 through December 31, 2027.

Attachments: Board Report
2240-Sicuro Data Analytics, Inc. -Amendment #3 Signed By Vendor

General Government

36. a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement with Dell Marketing L.P. dba Dell Technologies (A-16741), a Microsoft reseller of

software licensing subscriptions maintenance and support to increase the third year of the existing agreement by $700,000 for the term ending April 30, 2027, for a revised total aggregate Agreement amount not to exceed $5,980,131; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, renewals and such documents as are necessary for services with Dell Technologies for purposes of this Agreement.

Attachments: Board Report
Licensing Solution Provider Agreement
Amendment No. 1

37. Adopt a resolution continuing for an additional 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 Draft Resolution

38. Approve an expenditure of $10,000 from the Board of Supervisors (District 2) discretionary fund to reimburse the Pajaro Business Group for costs associated with small business development programs, and emergency preparedness workshops and services.

Attachments: Board Report
Invoice Pajaro Business Group

39. Adopt a Resolution to:
a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (4/5ths vote required).

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - Completed Board Order Item No. 41
Attachment C - Completed Resolution RES 25-129
Attachment D - HHAP-6 MOU between Regional Partners
Attachment E - HHAP-6 Award Letter

Housing and Community Development

40. a. Approve Amendment No. 10 to Standard Agreement A-14097 with LeSar Development

Consultants to continue to provide the technical assistance required to complete the update to the County's Inclusionary Housing Ordinance, extend the term six months to December 31, 2026, increase the Agreement amount of $304,600 by $35,000 for a new not-to-exceed amount of $339,600, and update the Scope of Work; and
b. Authorize the County Purchasing Agent or their designee to execute Amendment No. 10 and one future amendment that does not significantly alter the scope of work or increase the approved Agreement amount, subject to review by County Counsel.

Attachments: Board Report
Attachment 1 - Draft Amendment No. 10
Attachment 2 - Executed Standard Agreement
Attachment 3 - Amendments Nos. 1-9

41. Direct the Auditor Controller to amend the Fiscal Year 2025-26 Housing and Community Development Adopted Budget to increase appropriations for Community Development Fund (013-3100-8545-HCD004) by $276,071 financed by Permanent Local Housing Allocation funds received in prior years; and allocate $276,071 to Activity 6 (Homeless Services) of the Permanent Local Housing Allocation that will go to the Department of Social Services to fund operations and services at the Navigation Center Salinas Salinas Housing, Advancement, Resources, & Education Center.

Attachments: Board Report

Public Works, Facilities and Parks

42. a. Approve agreement with Smith & Enright Landscaping, Inc. to provide litter abatement services within the County of Monterey, Request for Proposal (RFP) #10957, for an initial term of three years effective May 1, 2026 to April 30, 2029, with the option to extend the term for up to two additional years, for an amount not to exceed $1,250,000;
b. Approve additional term extensions for the agreement beyond the anticipated five-year term of RFP #10957 with no change in the scope of work or increase to the dollar amount to allow continuity of services initiated during the anticipated five-year term of the agreement, subject to review and approval as to form by County Counsel; and
c. Authorize the Director of Public Works, Facilities and Parks or designee to execute the agreement and future amendments to the agreement where the amendments do not significantly alter the scope of work or increase the compensation.

Attachments: Board Report
Attachment A - Proposed SA
Attachment B - RFP #10957
Attachment C - Addendum No. 1 to RFP #10957
Attachment D - Addendum No. 2 to RFP #10957

43. Adopt a resolution to:

a. Accept the 2025 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,262.95 centerline miles, an increase/decrease of 0 miles; and
b. Authorize the Director of Public Works, Facilities and Parks to submit the County of Monterey's 2025 Annual Report to the California Department of Transportation.

Attachments: Board Report
Attachment A - Resolution
Attachment B - Exhibit 1 Summary Sheet 2025 Mileage of Maintained County Roads

44. Adopt a Resolution to:
a. Approve the Engineer's Report for County Service Area (CSA) No. 17 - Rancho Tierra Grande;
b. Declare intent to set the CSA 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year (FY) 2026-27 Assessment Roll, to take effect in FY 2026-27, with subsequent annual increases corresponding with the Engineering News Record's San Francisco Construction Cost Index; and
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in CSA No. 17 - Rancho Tierra Grande and direct the Department of Public Works, Facilities and Parks to publish notice of public hearing.

Attachments: Board Report
Attachment A - Resolution No 63-20
Attachment B - Resolution No 80-20
Attachment C - CSA 17 Boundary Map
Attachment D - LAFCO Resolution 09-17
Attachment E - Engineer's Report
Attachment F - Resolution of Intention
Attachment G - Notice of Public Hearing
Attachment H - Sample Ballot

45. a. Approve and authorize the Department of Public Works, Facilities and Parks to submit a grant application for up to $400,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California;
b. Authorize the Director of Public Works, Facilities and Parks or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application; and
c. Direct the Department of Public Works, Facilities and Parks staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

Attachments: Board Report
Attachment A – BSEE Grant Application Overview

Addenda/Supplemental

46. Addenda/Supplemental

Added Item No. 17.1 under Appointments

Introduced: 4/20/2026
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)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Alejandro Aguayo (Workers' Compensation Appeals Board No. ADJ17915921, ADJ17915922)
(2) Mario Gonzalez, et al. v. State of California, et al., Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848;24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)
(3) Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al.(San Luis Obispo Superior Court Case No. 19CVP-0010)

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

County of Monterey

Board Report

Legistar File Number: CR 26-027

Item No.2

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

April 28, 2026

Introduced: 3/6/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution designating May 2026 as Historic Preservation Month in Monterey County in recognition of the importance of the history and historic resources to people and community. (Supervisor Church) (P)

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

Resolution No.:
Adopt a resolution designating **May 2026** as **Historic Preservation Month in Monterey County** in recognition of the importance of the history and historic resources to people and community.

WHEREAS, Monterey County and its communities have played significant roles in the history of the State of California; and

WHEREAS, Throughout Monterey County, numerous historic properties, including civic and commercial buildings, residences, missions, churches, lighthouses and archaeological sites, have been preserved because they testify to the importance of our past and recognize the heritage and cultures of Monterey County; and

WHEREAS, In every corner of Monterey County, organizations and individuals advocate actively for the continued preservation of these properties and of the many important resources whose historical significance has not yet been publicly recognized; and

WHEREAS, Historic preservation drives economic development in Monterey County, attracting visitors, encouraging investment in buildings and neighborhoods, and supporting local jobs; and

WHEREAS, Preserving buildings and neighborhoods enhance sustainability by fostering the reuse of existing buildings and reducing the use of energy and natural resources; and

WHEREAS, Historic buildings are vital to maintaining community character, strengthening neighborhoods and enhancing livability; and

WHEREAS, The National Trust for Historic Preservation initiated Preservation Week in 1973, and today May is observed as **National Historic Preservation Month** throughout the United States.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of the County, and all its residents thereof, hereby recognizes **May 2026** as **Historic Preservation Month in Monterey County**.

PASSED AND ADOPTED on this __ day of ___ 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-060

Item No.3

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

April 28, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming April 2026 as “Month of the Military Child” in Monterey County, designating April 15, 2026, as “Purple Up! Day,” recognizing the contributions and sacrifices of military children and youth, and honoring the efforts of District 28 American Legion Family in supporting military families. (Supervisor Root Askew) (P)

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

Resolution No.:
Adopt a resolution proclaiming **April 2026** as "**Month of the Military Child**" in Monterey County, designating **April 15, 2026**, as "**Purple Up! Day**," recognizing the contributions and sacrifices of military children and youth, and honoring the efforts of **District 28 American Legion Family** in supporting military families.

WHEREAS, the **District 28 American Legion Family** recognizes and supports all children from our local military of Monterey County; and

WHEREAS, since 1986, military installations around the world have celebrated the month of April as the **Month of the Military Child**; and

WHEREAS, April 15th is acknowledged as **Purple Up! Day** as we wear purple to show support for military youth of all branches of the military with the color purple representing the unity of all branches of the U.S. Armed Forces, blending the colors of the Army, Navy, Air Force, Marines, and Coast Guard; and

WHEREAS, preventing child abuse requires the active involvement of individuals, families, schools, organizations, and government agencies working together to promote safe, stable, and strong families; and

WHEREAS, the official flower of the military child is the dandelion, which represent military children because they are resilient, able to put down roots and flourish almost anywhere the wind scatters them and like the plant, military children are adaptable, hardy, and able to thrive despite constant, challenging moves; and

WHEREAS, the **Month of the Military Child** provides an opportunity to celebrate their achievements, honor their past, cherish the present, and shape a brighter; and

WHEREAS, military children contribute significantly to the strength and resilience of our military families and communities and support the military's mission and the contributions of military children and youth is recognized and appreciated.

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors, on behalf of the County and all its residents, hereby proclaims **April 2026** as **"Month of the Military Child"** in Monterey County, designates **April 15th** as **"Purple Up! Day,"** and, in partnership with **District 28 American Legion Family**, calls upon residents, government agencies, faith-based organizations, and civic groups throughout Monterey County to observe the month with appropriate programs, ceremonies, and activities that honor and support military children.

PASSED AND ADOPTED on this __ day of ___ 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-061

Item No.4

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

April 28, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming April 2026 as Child Abuse Prevention Month in the County of Monterey and recognize the child abuse prevention efforts of the Child Abuse Prevention Council (CAPC), Family and Children's Services (FCS), the District Attorney's Office, and community partners. (Supervisor Root Askew) (P)

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

Resolution No.:

Adopt a resolution proclaiming **April 2026 as Child Abuse Prevention Month** in the County of **Monterey** and recognize the child abuse prevention efforts of the Child Abuse Prevention Council (CAPC), Family and Children's Services (FCS), the District Attorney's Office, and community partners.

WHEREAS, April has been nationally recognized as **Child Abuse Prevention Month** to raise awareness, encourage prevention efforts, and support programs across the county that support and strengthen families and prevent child maltreatment.

WHEREAS, in alignment with AB 2085, which went into effect in January of 2023, it is essential to distinguish economic disadvantage from neglect. Our commitment to fostering safe communities remains unwavering as we collaborate to ensure child safety and heal the legacy of over-reporting due to bias, which has resulted in trauma and over-surveillance of low-income families of color; and

WHEREAS, our Department of Social Services, in collaboration with other county departments including Family and Children Services (FCS), the District Attorney's Office, Children's Behavioral Health, Juvenile Probation, Child Abuse Prevention Council (CAPC), Holding on to Hope, Monterey County Family Justice Center, Monterey County Children's Council, and others, works to empower children and families to thrive free of abuse and neglect; and

WHEREAS, preventing child abuse requires the active involvement of individuals, families, schools, organizations, and government agencies working together to promote safe, stable, and strong families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the county and all of its citizens, hereby proclaims the month of **April 2026 as Child Abuse Prevention Month** in the County of Monterey, recognizes the child abuse prevention efforts of the Child Abuse Prevention Council (CAPC), Family and Children's Services (FCS), the District Attorney's Office, and community partners, and calls upon all residents, community organizations, and government agencies to join us in raising awareness and strengthening efforts to prevent child abuse and neglect..

PASSED AND ADOPTED on this __ day of ___ 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:

NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-063

Item No.5

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

April 28, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming May 3 through May 9, 2026, as Public Service Recognition Week, honoring County of Monterey County employees for their dedicated service. (Supervisor Root Askew) (P)

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

Resolution No.:
Adopt a resolution proclaiming **May 3** through **May 9, 2026**, as **Public Service Recognition Week**, honoring County of Monterey County employees for their dedicated service.

WHEREAS, Public Service Recognition Week has been observed annually during the first full week of May since 1985, to honor the contributions of public employees at the federal, state, county, local, and tribal levels; and

WHEREAS, the week of **May 3** through **May 9, 2026**, is designated as **Public Service Recognition Week**, providing an opportunity to recognize, honor, and promote the important contributions of our diverse workforce who meet the needs of more than 430,000 residents; and

WHEREAS, the County recognizes the commitment, professionalism, and integrity demonstrated daily by its employees in delivering essential services that strengthen the well-being, health, safety, and resilience of our communities; and

WHEREAS, County employees ensure that programs, services, and operations remain accessible and effective for all residents, often working diligently behind the scenes and going above and beyond in providing high-quality service; and

WHEREAS, County employees make vital contributions to the general welfare of the community and remain committed to performing their duties regardless of the circumstances; and

WHEREAS, County employees contribute expertise, cultivate innovation, uphold institutional knowledge, and consistently strive to meet the needs of communities throughout the county.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of the County and its residents, hereby proclaim **May 3** through **May 9, 2026**, as "**Public Service Recognition Week**" in Monterey County and honors all County employees for their dedicated and outstanding service.

PASSED AND ADOPTED on this _____ day of April 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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_____

County of Monterey

Board Report

Legistar File Number: CR 26-056

Item No.6

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

April 28, 2026

Introduced: 4/9/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Marlo Schalesky as the recipient of the "2026 Community Alliance for Safety and Peace Award" for excellence and impact in violence reduction. (Supervisor Alejo) (NP)

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

Resolution No.:
Adopt a Resolution recognizing **Marlo Schalesky** as the recipient of the "**2026 Community Alliance for Safety and Peace Award"** for excellence and impact in violence reduction.

WHEREAS, the Community Alliance for Safety and Peace (CASP) is a cross-sector collaboration committed to reducing youth violence and transforming the culture of violence impacting the families, neighborhoods, and communities of Salinas and Monterey County; and

WHEREAS, CASP advances its mission through the For Our Future / Para Nuestro Futuro campaign, a community-driven strategy grounded in data, centered on youth, and strengthened through deep and meaningful community engagement; and

WHEREAS, CASP unites more than 60 partner agencies in coordinated efforts across prevention, intervention, enforcement, and re-entry to create both immediate and long-term positive outcomes for the community; and

WHEREAS, The **Safety and Peace Award** recognizes individuals who demonstrate excellence and measurable impact in advancing one or more of the PIER violence reduction strategies; and

WHEREAS, Marlo Schalesky, Founder and Executive Director of Wonder Wood Ranch, has been selected for the Safety and Peace Award in recognition of her dedication to intervention and healing-centered approaches for youth impacted by trauma; and

WHEREAS, Since 2016, Wonder Wood Ranch has provided equine therapy to trauma-impacted youth in Monterey County, particularly those who have been turned away from other services due to involvement in the Juvenile Justice system or high-risk behaviors; and

WHEREAS, Marlo Schalesky's consistent, dependable, and non-judgmental support creates a safe and restorative environment for youth, aligning with CASP's PIER goals and contributing to successful outcomes for program participants; and

WHEREAS, Marlo Schalesky's compassionate leadership and commitment to serving the most vulnerable youth is reflected in the words of a program graduate who shared that she "has space in her heart to help heal others," demonstrating the profound and lasting impact of her work.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all its residents thereof, hereby recognizes and congratulates **Marlo Schalesky** as the recipient of the "**2026 Community Alliance for Safety and Peace Safety and Peace Award"** and commends her outstanding leadership, service, and contributions to violence reduction and community healing in Monterey County.

PASSED AND ADOPTED on this ___th of April 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-057

Item No.7

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

April 28, 2026

Introduced: 4/9/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Alexa Naranjo as the recipient of the "2026 Community Alliance for Safety and Peace For Our Future Youth Award" for outstanding leadership in violence prevention. (Supervisor Alejo) (NP)

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

Resolution No.:

Adopt a Resolution recognizing **Alexa Naranjo** as the recipient of the "**2026 Community Alliance for Safety and Peace For Our Future Youth Award"** for outstanding leadership in violence prevention.

WHEREAS, the Community Alliance for Safety and Peace (CASP) is a cross-sector collaboration committed to reducing youth violence and transforming the culture of violence impacting the families, neighborhoods, and communities of Salinas and Monterey County; and

WHEREAS, CASP advances its mission through the For Our Future / Para Nuestro Futuro campaign, a community-driven strategy grounded in data, centered on youth, and strengthened through deep and meaningful community engagement; and

WHEREAS, CASP unites more than 60 partner agencies in coordinated efforts across prevention, intervention, enforcement, and re-entry to create both immediate and long-term positive outcomes for the community; and

WHEREAS, The **For Our Future Youth Award** recognizes young leaders between the ages of 18 and 24 who demonstrate exceptional commitment to violence prevention and community well-being; and

WHEREAS, Alexa Naranjo, as a STEPS Intern with the Safe Teens Empowerment Project (STEPS), has shown outstanding leadership in promoting healthy communities and empowering her peers; and

WHEREAS, Alexa Naranjo has educated fellow youth on the dangers of substance use and its impact on teen health through radio interviews, community initiatives, and peer outreach efforts; and

WHEREAS, Alexa Naranjo's ability to connect with others, mentor new volunteers, and inspire youth engagement highlights the critical role young people play in driving meaningful and lasting change in their communities; and

WHEREAS, Alexa Naranjo's dedication exemplifies the core values of CASP by placing youth at the center of solutions and fostering a safer, healthier future for all.

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all its residents thereof, hereby recognizes and congratulates **Alexa Naranjo** as the recipient of the **"2026 Community Alliance for Safety and For Our Future Youth Award Peace Award"** and commends her outstanding leadership, service, and commitment to violence prevention in the Salinas Valley community.

PASSED AND ADOPTED on this ___th of April 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-058

Item No.8

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

April 28, 2026

Introduced: 4/9/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Viki Law as the Recipient of the "2026 Community Alliance for Safety and Peace Joe Gunter Community Spirit Award" for exemplary leadership, community partnership, and youth-centered violence prevention. (Supervisor Alejo) (NP)

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

Resolution No.:
Adopt a Resolution recognizing **Viki Law** as the Recipient of the "**2026 Community Alliance for Safety and Peace Joe Gunter Community Spirit Award"** for exemplary leadership, community partnership, and youth-centered violence prevention.

WHEREAS, the Community Alliance for Safety and Peace (CASP) is a cross-sector collaboration committed to reducing youth violence and transforming the culture of violence impacting the families, neighborhoods, and communities of Salinas and Monterey County; and

WHEREAS, CASP advances its mission through the For Our Future / Para Nuestro Futuro campaign, a community-driven strategy grounded in data, centered on youth, and strengthened through deep and meaningful community engagement; and

WHEREAS, CASP unites more than 60 partner agencies in coordinated efforts across prevention, intervention, enforcement, and re-entry to create both immediate and long-term positive outcomes for the community; and

WHEREAS, the **Joe Gunter Community Spirit Award** is named in honor of former Salinas Mayor Joseph D. Gunter, the first Mayor to serve as Co-Chair of CASP, and recognizes individuals who embody the spirit, values, and leadership of the peacebuilding movement; and

WHEREAS, this award honors leaders who exemplify CASP's core principles, including fostering strategic partnerships, engaging meaningfully with the community, and ensuring that youth are at the center of decision-making; and

WHEREAS, Viki Law, Executive Director of Partners for Peace, has demonstrated exceptional leadership and an unwavering commitment to community well-being; and

WHEREAS, under **Viki Law's** guidance, Partners for Peace has significantly expanded its reach and impact, strengthening prevention efforts, promoting youth engagement, and supporting family stability throughout Monterey County; and

WHEREAS, through strategic partnerships and collaboration, **Viki Law** has enhanced programs that provide safe spaces, mentorship, and opportunities for underserved youth, reflecting the values and mission of CASP; and

WHEREAS, Viki Law's dedication to uplifting youth voices and building stronger, safer communities exemplifies the legacy of Joseph D. Gunter and the spirit of collective action for peace; and

NOW, THEREFORE, BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all its residents thereof, hereby recognizes and congratulates **Viki Law** as the recipient of the "**2026 Community Alliance for Safety and**

Peace the Joe Gunter Community Spirit Award' and commends her outstanding leadership, service, and commitment to fostering peace and opportunity in Monterey County.

PASSED AND ADOPTED on this ___th of April 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-059

Item No.9

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

April 28, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming 1925 - 2025 as Monterey County 4-H Program Centennial Year. (Supervisor Lopez) (P)

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

Resolution No.:
Adopt Resolution Proclaiming 1925-2025 as **Monterey County 4-H Program Centennial Year**

WHEREAS, 4-H Youth Development Program opened Agricultural clubs in the county which led to formation of 4-H clubs in 1925; and,

WHEREAS, 4-H has helped thousands of youth in Monterey County to become confident, independent, resilient and compassionate leaders through 4-H Clubs through a variety of Community cubs; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture and citizenship; and

WHEREAS, Monterey County 4-H is supported by hundreds of local 4-H adult volunteers who dedicate themselves to leading 4-H Experiential Learning; and

WHEREAS, the Program showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Monterey County who work each day to make a positive impact on those around them; and

WHEREAS, compared to their peers, 4-H youth are four times more likely to make a positive contribution to their communities and two times more likely to take courses and pursue careers in science, technology, engineering, and math (STEM); and

WHEREAS, during the 100 years, 4-H alumni have helped to form the foundation of Monterey County agriculture by contributing their skills and leadership to the community.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the county and all of its citizens, hereby celebrates **1925-2025** as Monterey County 4-H Program Centennial Year throughout Monterey County and encourage all of our residents to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

PASSED AND ADOPTED on this __ day of ___ 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-062

Item No.10

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

April 28, 2026

Introduced: 4/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution proclaiming April 2026 as “Monterey County Earth Awareness Month” in the County of Monterey, and encouraging residents, as well as public and private organizations, to participate in Clean-Up Day events across cities and unincorporated areas throughout the County. (Supervisor Root Askew) (NP)

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

Resolution No.:

Adopt a resolution proclaiming **April 2026 as "Monterey County Earth Awareness Month"** in the County of Monterey, and encouraging residents, as well as public and private organizations, to participate in Clean-Up Day events across cities and unincorporated areas throughout the County.

WHEREAS, illegal dumping of solid waste and the accumulation of litter are major problems in the County of Monterey (County) that raise significant concerns regarding the environment, health and safety, property values, and quality of life in our communities; and

WHEREAS, illegal dumping and littering occurs at abandoned industrial, residential, or commercial buildings; on publicly and privately-owned vacant lots; and in alleys or roadways throughout the County, negatively impacting tourism and agriculture; and

WHEREAS, the County of Monterey Health Department's Environmental Health Bureau is the facilitating member of the Illegal Dumping and Litter Abatement Task Force, a group of state and local public agencies, community members, and business representatives formed to identify and address the causes contributing to illegal dumping and littering in the County; and

WHEREAS, the members of the Illegal Dumping and Litter Abatement Task Force have determined that the environmental and financial impacts of illegal dumping and littering to our community are substantial; and

WHEREAS, the efforts to mitigate illegal dumpsites and litter are a task that must be addressed through a unified effort of the community, state, and local public agencies, by way of education, increased recycling, funding of clean-up activities, and action; and

WHEREAS, in January of 2006 the Illegal Dumping and Litter Abatement Task Force coordinated public resources to establish a Disposal Voucher Coupon Program to fund the cost of solid waste disposal at local landfills, for use by victims of illegal dumping or by community groups in litter abatement activities; and

WHEREAS, the Illegal Dumping and Litter Abatement Task Force established a "Monterey County Clean-Up Day" in April of 2006 to promote the Disposal Voucher Coupon Program; and

WHEREAS, Clean-Up Day events have been held annually since 2006, with public participation having grown each year to about 2,000 residents volunteering at over 36 locations throughout the County; and

WHEREAS, volunteering personally in local cleanup events helps reduce litter as well as nurtures one's sense of place and community; and

WHEREAS, the goal of Earth Awareness Month is to broaden, diversify and activate the environmental movement worldwide, through a combination of education, public policy, and consumer campaigns that will be celebrated during the month of April; and

WHEREAS, Earth Day events annually have culminated in multi-agency clean-up events such as those held at Carr Lake in Salinas in partnership with multiple agencies including Salinas Valley Solid Waste Authority, Return of the Natives, and the Health Department's Environmental Health Bureau and with the assistance of volunteers, with thousands of pounds of trash having been collected; and

WHEREAS, litter and illegal dumping continues to be an issue of concern within our communities, therefore; the Illegal Dumping and Litter Abatement Task Force recognizes April 25, 2026 as a dedicated day to heighten awareness of community clean-up efforts and activities to significantly reduce or eliminate the threats to the environment caused by illegally disposed solid waste, while promoting a clean and healthy Monterey County; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Monterey hereby proclaims the month of **April** as "**Monterey County Earth Awareness Month"** and encourages residents, public and private organizations to participate in Clean-Up Day activities throughout the County, and recognizes and commends the community volunteers whose efforts contribute to a cleaner, healthier Monterey County.

PASSED AND ADOPTED on this ___th of April 2026, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-064

Item No.11

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

April 28, 2026

Introduced: 4/16/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution recognizing Undisclosed recipient of the Grower-Shipper Foundation's Ag Against Hunger 2026 Agricultural Woman of the Year. (Supervisor Lopez) (NP)

Adopt a resolution recognizing Undisclosed recipient of the Grower-Shipper Foundation's Ag Against Hunger 2026 Agricultural Woman of the Year. (Supervisor Lopez)

County of Monterey

Board Report

Legistar File Number: 26-394

Item No.12

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

National Crime Victims' Rights Week

County of Monterey

Board Report

Legistar File Number: APP 26-060

Item No.13

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

April 28, 2026

Introduced: 4/20/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Sharyn Siebert to the Commission On The Status Of Women representing District 5 with a term end date of February 1, 2029 (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 04/28/2026

Appointment to the Commission On The Status Of Women

Nominated Appointee: Sharyn Siebert

Nominated by: Supervisor Kate Daniels

Representing: District 5

Reason for Nomination:

- (•) New Term
  Replacing Member: Lorraine Yglesias
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 04/28/2026 Term End Date: 02/01/2029

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

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

Commission On The Status Of Women Application

Sharyn Siebert

District: 5
Initialed Application: Yes

Applicant

First Name: **Sharyn**
Middle Initial:
Last Name: **Siebert**

Employment

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

Interests and Experiences

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

Yes

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

No

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

I am passionate about equity for women and girls. I have been a member of the Monterey County (incorporated as Peninsula) branch of AAUW since 2004. I am currently a state director for AAUW California and co-president elect, with a two year term beginning July 1, 2026.

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

I would hope to make this commission better known county-wide. It's mission is broad, but perhaps not widely known.

How did you hear about the position?:

From the website of the Commission.

Please identify any specialized accommodations needed for equal participation:

None

County of Monterey

Board Report

Legistar File Number: APP 26-061

Item No.14

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Janet Frank to the Behavioral Health Commission representing District 5 as a Consumer Interest Representative with a term end date of May 31, 2029 (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 04/28/2026

Appointment to the Behavioral Health Commission

Nominated Appointee: Janet Frank

Nominated by: Supervisor Kate Daniels

Representing: District 5 - Consumer Interest

Reason for Nomination:

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

Term:

Start Date: 04/28/2026 Term End Date: 05/31/2029

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

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

Behavioral Health Commission Application

Janet Frank

District: 5
Initialed Application: Yes

Applicant

First Name: **Janet**
Middle Initial:
Last Name: **Frank**

Employment

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

Interests and Experiences

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

Yes

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

No

Has served on an advisory group before?

Yes

I am currently a member of the California Commission on Aging and the California Behavioral Health Planning Council -- both organizations in statute to advise the Governor and legislature. I have also served on project-based advisory committees for guidance and oversight.

Please tell us about yourself and why you want serve:

I grew up in Morro Bay, California, and was the first in my family to go to college. I got my bachelor's in social welfare and master's of science in gerontology at the University of Southern California (USC). I then completed my doctorate in public health (DrPH) at the UCLA School of Public Health and worked at the UCLA School of Medicine for many years in the division of geriatric medicine and gerontology. I did not work in a clinical role, I did research, wrote grants and publications, and ran training programs to improve the care of older adults. Behavioral science and evaluation were my areas of focus. For my last 5 years at UCLA, I worked at the

UCLA Center for Health Policy Research, focused on health disparities, behavioral health and health promotion for older adults. I ran a large statewide project on the Older Adults System of Care in mental health, funded by the Mental Health Oversight and Accountability Commission which was completed in 2018. This work sparked my interest and subsequent focus on older adults and behavioral health services. I am currently a Commissioner on the California Commission on Aging (CCOA) and a member of the California Behavioral Health Planning Council, representing the CCOA. I have a family background in behavioral health issues, and this area is of great interest to me. I chair the CCOA Behavioral Health Committee. On a personal note, my husband and I have been married 53 years, and we have one son and two grandsons. After retirement, we moved to Monterey to be closer to our son and his family. Since living in Monterey, I have done some work and volunteered at the Alliance on Aging. I helped with the development of the Local Aging and Disability Action Plan, completed in 2025. In my spare time, I focus on being a helpful grandma, self-care activities like swimming and gardening. I would like to serve on the Monterey County Behavioral Health Commission so that I can help with planning for services locally and learn more about the local behavioral health system.

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

I have both a family background in behavioral health issues and subject matter expertise in behavioral health and the older adult. In my view, behavioral health is a critical base for overall health and quality of life. I would like to join the Monterey County Behavioral Health Commission so that I can contribute to the planning and delivery of comprehensive and high-quality behavioral health services to people in our county. I am concerned with the most vulnerable population groups -- people living in poverty, population groups who have experienced discrimination, racism, and stigma throughout their lives. While I have dedicated my work to improving the quality of life for older adults, I understand the importance of intergenerational connections and linkages to community. As an older person myself, I am seeking purposeful involvement in making my community a better place to live.

How did you hear about the position?:

I have attended the Behavioral Health Commission meetings.

County of Monterey

Board Report

Legistar File Number: APP 26-063

Item No.15

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Patrick (Rick) Aldinger to the Big Sur Byway Organization representing District 5 as a Big Sur Chamber of Commerce Representative with a term end date of May 1, 2029 (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 04/28/2026

Appointment to the Big Sur Byway Organization

Nominated Appointee: Patrick (rick) Aldinger

Nominated by: Supervisor Kate Daniels

Representing: Big Sur Chamber of Commerce Represent

Reason for Nomination:

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

Term:

Start Date: 04/28/2026 Term End Date: 05/01/2029

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

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

Big Sur Byway Organization Application

Patrick (rick) Aldinger

District: 5
Initialed Application: Yes

Applicant

First Name: **Patrick (rick)**
Middle Initial:
Last Name: **Aldinger**

Employment

Occupation:
Job Title:
Employer: **Retired General Manager of the Big Sur River Inn**

Interests and Experiences

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

Yes

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

Yes

Big Sur Byways Organization

Has served on an advisory group before?

Yes

I've served on the Big Sur Byways Organization since its inception.

Please tell us about yourself and why you want serve:

I spent my entire career in the Big Sur hospitality industry, am very familiar with the multitude of issues facing the Big Sur Hwy One corridor, and feel that I am a suitable representative of both the business community and the greater community at large.

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

I’ve been on the Board of Directors for the Big Sur Chamber of Commerce for over 30 years, and have been representing that organization on the Big Sur Byways committee since that organization was created. I believe we have done good work so far, and would like to continue doing so.

How did you hear about the position?:

I am currently serving on the Organization

Please identify any specialized accommodations needed for equal participation:

None

County of Monterey

Board Report

Legistar File Number: APP 26-064

Item No.16

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Martha Diehl to the Big Sur Byway Organization representing District 5 as a At-Large Representative with a term end date of May 1, 2029. (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 04/28/2026

Appointment to the Big Sur Byway Organization

Nominated Appointee: Martha Diehl

Nominated by: Supervisor Kate Daniels

Representing: At-Large Representative

Reason for Nomination:

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

Term:

Start Date: 04/28/2026 Term End Date: 05/01/2029

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

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

Big Sur Byway Organization Application

Martha Diehl

District: 5
Initialed Application: Yes

Applicant

First Name: **Martha**
Middle Initial:
Last Name: **Diehl**

Employment

Occupation: **Retired**
Job Title: **Retired**
Employer: **N/A**

Interests and Experiences

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

Yes

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

Yes

Monterey County Planning Commission

Has served on an advisory group before?

Yes

Monterey County Planning Commissioner 2001-present Big Sur Byways Organization formation-present

Please tell us about yourself and why you want serve:

I am a longtime resident of Monterey County. I have lived in the same house in Big Sur since 1985, approximately 7-1/2 miles south of the house my great grandparents built in the Carmel Highlands. I care very much about the health and wellbeing of this part of the Monterey County community.

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

I am an original member of the Big Sur Byways Organization. I would like to continue to serve as this body grows in usefulness especially during the upcoming CalTrans process to update the 2004 Coast Highway Management Plam.

How did you hear about the position?:

Review of terms

Please identify any specialized accommodations needed for equal participation:

None

County of Monterey

Board Report

Legistar File Number: APP 26-065

Item No.17

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint John Olejnik to the Big Sur Byway Organization as a California Department of Transportation Representative with a term end date of May 1, 2029 (District Specific - District 5, Supervisor Daniels)

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

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

To: Clerk of the Board's Office

From: Supervisor Kate Daniels

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 04/28/2026

Appointment to the Big Sur Byway Organization

Nominated Appointee: John Olejnik

Nominated by: Supervisor Kate Daniels

Representing: California Department of Transportation Re

Reason for Nomination:

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

Term:

Start Date: 04/28/2026 Term End Date: 05/01/2029

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

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

Big Sur Byway Organization Application

John Olejnik

Initialed Application: Yes

Applicant

First Name: **John**
Middle Initial:
Last Name: **Olejnik**

Employment

Occupation: **Transportation**
Job Title: **Chief of External Affairs**
Employer: **State of California Caltrans**

Interests and Experiences

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

Yes

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

Yes

Big Sur Byways Organization

Has served on an advisory group before?

Yes

Big Sur Byways Organization

Please tell us about yourself and why you want serve:

Provide Caltrans perspective about Highway 1

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

Caltrans representative

How did you hear about the position?:

Current member

County of Monterey

Board Report

Legistar File Number: APP 26-062

Item No.17.1

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

April 28, 2026

Introduced: 4/21/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint William Eldredge to North County Recreation and Parks District representing District 2 with a term expiration date on November 30, 2028. (Nominated By - District 2, Supervisor Church) (ADDED VIA ADDENDA)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Supervisor Glenn Church

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: April 28, 2026

Appointment to the North County Recreation and Parks District Board of Directors

Nominated by Supervisor Glenn Church

Representing District 2

Nominated Appointee: William Eldredge

Name: William Eldredge

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member: Ray Torres

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: **May 1, 2026** Expiration Date: **November 30, 2028**

Vierra, Marilyn

From: William Eldredge [redacted]
Sent: Thursday, April 2, 2026 7:59 AM
To: Vierra, Marilyn
Subject: Re: North County Recreation and Parks District Board Opening

This Message Is From an External Sender
[CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good morning, Marilyn,

I would like to be considered for the opening on the board for the North County Recreation and Park District. I believe I would be a good advocate for everyone involved with the activities in the district.

Thank you,

William Eldredge

On Wednesday, April 1, 2026 at 07:49:16 AM PDT, Vierra, Marilyn <vierram@countyofmonterey.gov> wrote:

Good morning, Mr. Eldredge:

Please send us a brief statement regarding your interest in the NCRPD Board. I know that you have formally advised us of your interest in the past, but we should have a statement dated within the 15-day posting period.

Be well,
Marilyn Vierra

Marilyn Vierra
Chief of Staff
Board of Supervisors, District 2
11140 Speegle St. Castroville, CA 95012
O: (831) 755-5022
vierram@countyofmonterey.gov
Website: glennchurch.com
Newsletter: Tinyurl.com/SupChurchNewsletter
[redacted]

From: William Eldredge [redacted]
Sent: Monday, March 30, 2026 11:11 PM
To: Vierra, Marilyn <VierraM@countyofmonterey.gov>
Subject: Re: North County Recreation and Parks District Board Opening

Hello Marilyn,

Yes, I will be very interested in the position. Let me know if you need anything more from me.

Thank you,

William Eldredge

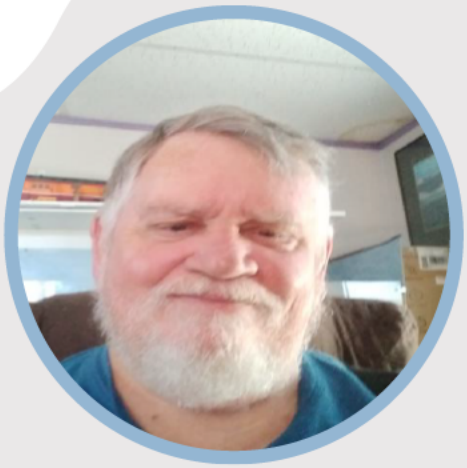
On Monday, March 30, 2026 at 11:25:59 AM PDT, Vierra, Marilyn <vierram@countyofmonterey.gov> wrote:

Good morning, Mr. Eldredge:

There is yet another opening on this Board that has just been posted on the NCRPD website. It will remain posted until April 10. If you would still be interested in serving on this Board, we encourage you to send us a statement of interest by April 10. So that we might consider you once again.

Be well,
Marilyn Vierra

Marilyn Vierra
Chief of Staff
Board of Supervisors, District 2
11140 Speegle St. Castroville, CA 95012
O: (831) 755-5022
vierram@countyofmonterey.gov
Website: glennchurch.com
Newsletter: Tinyurl.com/SupChurchNewsletter



WILLIAM L ELDREDGE JR.

Senior advisor

Since retiring, I have gradually been getting into helping in my community. Since I have always used critical thinking since my high school days, I like to do things that I see as needing a level of common sense.

[redacted]

[redacted]

Model Railroading
Model building
Local History

EDUCATION

Islip Public Schools
1956 - 1969
I graduated with a New York State Regents Diploma June 1969

Georgetown University
Sept 1969 – July1971
Attended the School of Foreign Service. Major in international affairs, minor in Russian studies

Winn Dixie Asst. Meat Manager
1974-1981

Joe Z's Meat Market Meat cutter and cook
1981–1984

Star Gemstone Services Owner
1983–1998
Self-trained lapidary. Faceting and other work involving gemstone cutting and carving for the jewelry trade. Gemstone repairs as well as stones cut from the rough. Did my own books and hired employees.
.

Gaby's Asst Chef
1996-1998

Local 428
1999-2000
Extra board meat cutter

Nob Hill Foods Meat Manager
2000-2016
Asst meat manager then rose to Meat Manager in 2004. As a member of the union, I was elected as an Executive Vice President for a 2 year term in 2013-2014. I retired in 2016

County of Monterey

Board Report

Legistar File Number: 26-397

Item No.

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

April 28, 2026

Introduced: 4/22/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Volunteer Here for a Board, Commission and or Committee

County of Monterey

Board Report

Legistar File Number: OBM 26-056

Item No.18

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

April 28, 2026

Introduced: 2/10/2026

Version: 1

Current Status: Agenda Ready

Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-057

Item No.19

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

April 28, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 4/6/2026
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
b. Provide directions to staff, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
b. Provide directions to staff, as appropriate.

SUMMARY:

The UFA with Waste Management, DBA Carmel Marina Corporation (Waste Management), for waste hauling services in the unincorporated areas of the County, has varying commercial rates between the SVSWA “East” and ReGen “West” regions. The Board of Supervisors requested a cost analysis comparing the commercial rates. The Environmental Health Bureau (EHB) retained MuniEnvironmental, LLC (MUNI), an independent advisor on solid waste policy and practice, to conduct a Special Rate Study of the 2024 commercial solid waste collection rates under the UFA. Staff return today to provide an update of the independent special rate study findings.

DISCUSSION:
On December 3, 2024, the County of Monterey Board of Supervisors approved a new UFA with Waste Management for waste hauling services in the unincorporated areas of the County. The Board also requested a cost analysis comparing commercial rates between the SVSWA “East” and ReGen “West” regions.

On April 22, 2025, EHB presented Waste Management’s cost comparison of East and West commercial rates, which concluded that higher costs in the East region are driven by disposal pricing, fuel costs, labor, and route density differences, and recommended maintaining separate regional rate structures. Following additional Board direction to obtain more detailed and independent evaluation of the drivers of rate differences, EHB retained MUNI, an independent advisor on solid waste policy and practice, to conduct a Special Rate Study of the 2024 commercial solid waste collection rates under the UFA.

Staff return today to update the Board of Supervisors on the findings of MUNI's analysis. The analysis concludes that the observed commercial rate differences between the East and West regions are supported by documented operational and cost-related factors, and that the higher rates in the East region are consistent with higher cost per cubic yard of service.

MUNI's Special Rate Study evaluated whether the commercial rate disparities identified between the East and West regions are supported by operational and cost drivers documented in County records, prior rate studies, Board Reports, and Waste Management's 2024 operational and disposal data. The study is explanatory in nature and focuses on permanent commercial front-loader bin services. Commercial cart services and roll-off services were excluded due to limitations in allocating those costs within available 2024 financial and operational data. The study did not include a financial audit or independent validation of Waste Management's accounting systems.

Key Findings

MUNI's analysis demonstrates that the East and West regions operate under materially different service conditions that directly affect cost per cubic yard (CY) of service:

1. Lower Material Density in the East
   - East waste stream averages approximately 91 pounds per cubic yard.
   - West waste stream averages approximately 118 pounds per cubic yard.

   Because East material is lighter, more container volume must be serviced to collect comparable amounts of material, increasing lifts, route miles, and service hours per ton collected.
2. Higher Disposal Cost per Cubic Yard in the East
   - East average disposal rate (including AB 939 fee): approximately $123 per ton.
   - West average disposal rate: approximately $70 per ton.

   Even with lighter material, the higher per-ton disposal rate in the East results in an estimated $1.54 higher disposal cost per cubic yard compared to the West. This is the single largest individual contributor to the rate differential.
3. Higher Fuel Cost per Cubic Yard in the East
   - East fuel cost per CY ≈ $3.69
   - West fuel cost per CY ≈ $2.85

   Higher route mileage, lower route density, and mixed CNG/diesel fueling contribute to approximately $0.84 higher fuel cost per CY in the East.
4. Greater Route Miles and Hours per Cubic Yard in the East

The East requires more travel distance and time per cubic yard of service due to its larger geographic area and dispersed customer base, increasing labor, vehicle, and overhead costs.

5. Service Configuration Differences

   East services more accounts, averages fewer bins per customer, and operates more routes. This reflects lower route density and more stops per cubic yard of service, increasing cost per unit of service.
6. More Volume Serviced, Less Mass Collected

The East region services more total cubic yards per month but collects less total tonnage than the West, confirming that East operations require more service effort to remove less material.

Relationship to Commercial Rates
The most common commercial service level evaluated (2-cubic-yard bin, one pickup per week) shows East rates approximately 54 percent higher than West rates. MUNI's calculations demonstrate that higher disposal cost per CY, higher fuel cost per CY, and higher labor and routing effort per CY collectively align with this observed rate difference.

Policy Implications
The study supports the conclusion that maintaining separate East and West commercial rate structures reflects the actual cost of providing service in each region. Standardizing rates would shift East's higher operating costs to West customers, resulting in inequitable cost allocation.

OTHER AGENCY INVOLVEMENT:
Waste Management and SVSWA contributed to the rate analysis.

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Commercial rate analysis promotes equity and transparency. The County supports a solid waste system that is environmentally responsible and maintains stable, mandatory solid waste collection services that protect public health in compliance with Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B).

Mark a check to the related Board of Supervisors Strategic Plan Goals:
___Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___Diverse and Thriving Economy

Prepared by: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Presentation
2024 Special Rate Study/Solid Waste Rate Disparity
Board Order 25-246

Introduced: 4/6/2026 **Current Status:** Scheduled AM

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

a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
b. Provide directions to staff, as appropriate.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
b. Provide directions to staff, as appropriate.

SUMMARY:
The UFA with Waste Management, DBA Carmel Marina Corporation (Waste Management), for waste hauling services in the unincorporated areas of the County, has varying commercial rates between the SVSWA “East” and ReGen “West” regions. The Board of Supervisors requested a cost analysis comparing the commercial rates. The Environmental Health Bureau (EHB) retained MuniEnvironmental, LLC (MUNI), an independent advisor on solid waste policy and practice, to conduct a Special Rate Study of the 2024 commercial solid waste collection rates under the UFA. Staff return today to provide an update of the independent special rate study findings.

DISCUSSION:
On December 3, 2024, the County of Monterey Board of Supervisors approved a new UFA with Waste Management for waste hauling services in the unincorporated areas of the County. The Board also requested a cost analysis comparing commercial rates between the SVSWA “East” and ReGen “West” regions.

On April 22, 2025, EHB presented Waste Management’s cost comparison of East and West commercial rates, which concluded that higher costs in the East region are driven by disposal pricing, fuel costs, labor, and route density differences, and recommended maintaining separate regional rate structures. Following additional Board direction to obtain more detailed and independent evaluation of the drivers of rate differences, EHB retained MUNI, an independent advisor on solid waste policy and practice, to conduct a Special Rate Study of the 2024 commercial solid waste collection rates under the UFA.

Staff return today to update the Board of Supervisors on the findings of MUNI's analysis. The analysis concludes that the observed commercial rate differences between the East and West regions are supported by documented operational and cost-related factors, and that the higher rates in the East region are consistent with higher cost per cubic yard of service.

MUNI's Special Rate Study evaluated whether the commercial rate disparities identified between the East and West regions are supported by operational and cost drivers documented in County records, prior rate studies, Board Reports, and Waste Management's 2024 operational and disposal data. The study is explanatory in nature and focuses on permanent commercial front-loader bin services. Commercial cart services and roll-off services were excluded due to limitations in allocating those costs within available 2024 financial and operational data. The study did not include a financial audit or independent validation of Waste Management's accounting systems.

Key Findings

MUNI's analysis demonstrates that the East and West regions operate under materially different service conditions that directly affect cost per cubic yard (CY) of service:

1. Lower Material Density in the East
   - East waste stream averages approximately 91 pounds per cubic yard.
   - West waste stream averages approximately 118 pounds per cubic yard.

   Because East material is lighter, more container volume must be serviced to collect comparable amounts of material, increasing lifts, route miles, and service hours per ton collected.
2. Higher Disposal Cost per Cubic Yard in the East
   - East average disposal rate (including AB 939 fee): approximately $123 per ton.
   - West average disposal rate: approximately $70 per ton.

   Even with lighter material, the higher per-ton disposal rate in the East results in an estimated $1.54 higher disposal cost per cubic yard compared to the West. This is the single largest individual contributor to the rate differential.
3. Higher Fuel Cost per Cubic Yard in the East
   - East fuel cost per CY ≈ $3.69
   - West fuel cost per CY ≈ $2.85

   Higher route mileage, lower route density, and mixed CNG/diesel fueling contribute to approximately $0.84 higher fuel cost per CY in the East.
4. Greater Route Miles and Hours per Cubic Yard in the East

The East requires more travel distance and time per cubic yard of service due to its larger geographic area and dispersed customer base, increasing labor, vehicle, and overhead costs.

5. Service Configuration Differences

   East services more accounts, averages fewer bins per customer, and operates more routes. This reflects lower route density and more stops per cubic yard of service, increasing cost per unit of service.
6. More Volume Serviced, Less Mass Collected

The East region services more total cubic yards per month but collects less total tonnage than the West, confirming that East operations require more service effort to remove less material.

Relationship to Commercial Rates
The most common commercial service level evaluated (2-cubic-yard bin, one pickup per week) shows East rates approximately 54 percent higher than West rates. MUNI's calculations demonstrate that higher disposal cost per CY, higher fuel cost per CY, and higher labor and routing effort per CY collectively align with this observed rate difference.

Policy Implications
The study supports the conclusion that maintaining separate East and West commercial rate structures reflects the actual cost of providing service in each region. Standardizing rates would shift East's higher operating costs to West customers, resulting in inequitable cost allocation.

OTHER AGENCY INVOLVEMENT:
Waste Management and SVSWA contributed to the rate analysis.

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Commercial rate analysis promotes equity and transparency. The County supports a solid waste system that is environmentally responsible and maintains stable, mandatory solid waste collection services that protect public health in compliance with Monterey County Code Title 10 - Health and Safety, Chapter 10.41 - Solid Waste Collection and Disposal, Sections 10.41.030(A) and (B).

Mark a check to the related Board of Supervisors Strategic Plan Goals:
___Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
___Diverse and Thriving Economy

Prepared by: Charise Walters, Management Analyst III, 755-4708
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Presentation
2024 Special Rate Study/Solid Waste Rate Disparity
Board Order 25-246

Special Rate Study for the 2024 Calendar Year

Solid Waste Rate Disparity

Salinas Valley (East) & ReGen (West)

Prepared by:

MuniEnvironmental
Advisors on Solid Waste Policy & Practice

Submitted to: *Marni Flagg*
Assistant Director of Environmental Health
Environmental Health Bureau

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Executive Summary

Overview

This independent Special Rate Study evaluates the commercial solid waste collection rates charged by Waste Management under the County's Unified Franchise Agreement (UFA) for the 2024 calendar year. The study's primary objective was to determine if the rate disparity between the **Salinas Valley (East)** and **ReGen (West)** regions is supported by factual operational and cost drivers.

Key Findings

The analysis demonstrates that the East region faces a higher cost structure across all primary service categories. These differences are driven by the following factors:

- **Higher Disposal Costs:** The average disposal rate in the East is **$123.24 per ton**, compared to **$69.58 per ton** in the West. This 77% difference is largely due to the **AB 939 fee** and transfer costs unique to the East.
- **Lower Material Density:** The East region services 20.83% more cubic yard volume but collects 6.56% less total mass than the West. This means the East must perform more container "lifts" and travel more miles to collect the same amount of waste.
- **Operational Inefficiency & Geography:** The East region covers a significantly larger geographic area (2,450 sq. miles vs. 850 sq. miles). Consequently, the East region records **37.55% more route miles** and **56.51% higher fuel costs** monthly.
- **Service Configuration:** A route in the East services **62% fewer containers** than a route in the West, reflecting lower route density and increased labor effort per unit of service.

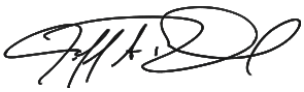
Summary of Regional Data (2024)

Metric	Salinas Valley (East)	ReGen (West)	% Difference
Pounds per Cubic Yard	91.35 lbs.	117.63 lbs.	-22.34% (Lighter)
Avg. Disposal Fee (w/ AB 939)	$123.24 /ton	$69.58 /ton	+77.12%
Monthly Fuel Costs	$12,388.42	$7,915.33	+56.51%
2-C.Y. Bin Service Rate	$426.40	$277.20	+53.82%

Conclusion

The study concludes that the identified rate disparities are fully supported by documented operational and cost factors provided by WM. Standardizing rates across both regions would unfairly shift the burden of the East's higher operating costs onto West customers. The current two-region rate structure aligns with the actual costs of providing service in these geographically and operationally distinct areas.

Jeff A. Duhamel



Principal
MuniEnvironmental, LLC

Section A: Background and County Documentation Received

On or about August 19, 2025, the Monterey County Environmental Health Bureau requested that MuniEnvironmental, LLC commence a Special Rate Study of the 2024 solid waste collection rates charged by Waste Management under the Unified Franchise Agreement. The study applies to the unincorporated areas of the Salinas Valley (East) and ReGen (West) regions.

At the time of the request, County staff provided MUNI with a set of documents to support initiation of the review process. Upon receipt, MUNI conducted an initial review of all submitted materials, prepared a catalog of the documents received, and began developing a list of additional information anticipated to be necessary for a comprehensive evaluation.

TABLE #1: COUNTY SUBMITTED DOCUMENT CATALOG

Document ID # and Name	Doc Date	Description
1. ATTACHMENT B - AB939 FEE COMPUTATION	7/1/2013	Exhibit A - Salinas Valley Solid Waste Authority Disposal Fees & Rates
2. ATTACHMENT C - SVSWA AND MRWMD BOUNDARIES		Boundary Map w/Solid Waste Facilities
3. ATTACHMENT D - EXHIBIT 2 REFUSE RATE INDEX		Refuse Rate Index Exhibit from Unified Agreement pages 109-110
4. ATTACHMENT E - REFUSE RATE INDEX CALCULATIONS	11/20/2013	WM, Inc 'Financial Statement Format' calculations worksheet for RRI (Eff. 01/01/2014)
5. ATTACHMENT F - SUMMARY OF RATE INCREASES EXHIBIT 1		Summary of Across-the-Board Rate Increases per District and Service Sector (Eff. 01/01/2014)
6. ATTACHMENT G - PROPOSED RESOLUTION	12/10/2013	Proposed Amendment #3 'Approved Rates and Charges' Exhibit 1 modify Sect 13.13
7. Board Report-2025-08-11T152642.308	4/22/2025	Re: WMI cost comparison of commercial rates with certain findings as to disparity (East/West) Rates.
8. BR USA Waste Amend. #3 (December 10, 2013)	12/10/2013	Amend #3 rate adjustment recommendations to Board (Rate increases for AB 939, tip fees, and retroactive adjustments)
9. Commercial Rate Analysis for Monterey County UFA 2015	6/20/2025	Copy of Item 12 below: Included in the Outlook email from R. Patrick Mathews (GM/CAO) Salinas Valley Waste Authority, w/attachments.
10. Amendment #4 to UFA for 2015 rates	1/1/2015	Amendment 4 amending Sections 6.06.7, 706.7, 12.13, 13.13, 13.15 signed 11/21/14

11. Summary of WM Audited Financial used for RRI weighting 2014-2016	11/10/2015	Includes WM submitted tables and RRI calculations.
12. 2015 Commercial Rate Analysis for County UFA	2015	Rate analysis narrative report. Extensive dive into the rates and disparities between districts
13. MoCo UFA Award presentation 2/2/2010	2/2/2010	Award Recommendations w/Timelines, Provisions, Enhancements, Rate Factors, Action
14. Outlook Email from Mr. Mathews	No Date	Cover email of Items submitted by Mr. Mathews. Itemizing relevant documents.
15. Completed Board Order and Resolution	12/23/2013	Reso. #13-366 Amend #3 (RRI Index changes, Rate Increase MRWMD 2.46%, SVSWA 8.03%)
16. Completed Board Order Item No. 14	4/28/2025	
17. Presentation Item 14		PowerPoint Presentation Regarding 'Unified Franchise Agreement Rate Analysis'.
18. District Map		Salinas SVWA: 2,450 Sq. Miles; Monterey Regional Waste Management District (ReGen) 853 Sq. Miles

Section B: Review of County Documents Submitted

Following its review of the initial documents provided by the County, MUNI identified several items containing the most relevant and substantive information for purposes of the rate study. While the full document set provided important historical background, certain items were determined to be central to understanding the evolution of commercial rate disparity between the two service regions.

Focused Fact-Finding

After reviewing all information provided and following direction from Environmental Health Bureau staff responsible for commissioning and overseeing this independent third-party review, MUNI determined that its fact-finding analysis should focus on prior investigations and publicly documented findings contained in a limited set of reports, studies, and presentations.

The following documents were identified as primary sources informing this focused review:

- **Item #8:** BR USA Waste Amendment No. 3 to the Unified Franchise Agreement (December 10, 2013)
- **Item #7:** 2025 County of Monterey Board Report No. 25-246

- **Item #12:** 2015 Commercial Rate Analysis for the County Unified Franchise Agreement
- **Item #17:** Unified Franchise Agreement Commercial Rate **Analysis** (County staff presentation)

Each of these items is introduced below and summarized with respect to its relevance to the issue of commercial rate disparity.

Item #8: BR USA Waste Amendment No. 3

Amendment No. 3 provides early documentation of Board-level discussion regarding emerging rate divergence between the two service regions and reflects actions taken to address disposal-related cost differences through rate adjustments.

AB 939 Fee
As part of Amendment No. 3, the Board addressed a proposed rate modification associated with a new AB 939 fee approved by the Salinas Valley Solid Waste Authority (SVSWA), effective July 1, 2013. The AB 939 fee was assessed to the franchisee as a surcharge to the tipping fee and structured as a pass-through cost.

Board approval was required to authorize rate adjustments compensating the franchisee for AB 939 fees incurred during 2013 and for the posted fee applicable to the 2014 calendar year. The fee was incorporated into customer rates through the annual Refuse Rate Index process.

The AB 939 fee applies across all customer sectors, including residential, multi-family, and commercial services. For the 2013–2014 period, the County's share was established as a flat annual amount of $369,500. When evaluated on a per-ton basis, the fee increased disposal costs by approximately $11.15 per ton delivered to the SVSWA facility. The fee is adjusted annually and passed through to ratepayers as part of the Refuse Rate Index.

Rate Disparity: "Substantial Divergence"
The Board of Supervisors directly addressed concerns regarding the substantial divergence between disposal fees charged by the two solid waste authorities and the resulting issue of fairness associated with a unified rate structure.

> *"One of the goals of the original Unified Franchise Agreement was to provide a standardized set of services and rates for residential customers county-wide. To accomplish this goal, the new rates blended the different tipping fees charged by SVSWA and Monterey Regional Waste Management District (MRWMD) and distributed the combined costs across all unincorporated county residential, multi-family and commercial cart rates. However, due to the substantial divergence which has developed between the fees charged by these two agencies since the UFA was advanced, it has become an issue of fairness to again create two rate structures for*

residential, multi-family and commercial cart services according to the SVSWA and MRWMD boundaries (Attachment C) so that the service rate reflects the tipping fees charged by the agency serving the customer's location. This proposed change is accomplished by splitting the residential, multi-family and commercial cart disposal category of Exhibit 2 Refuse Rate Index, Section 4 RRI into two rate indexes: one for customers within the boundaries of MRWMD's service area and the other for customers within the boundaries of SVSWA's service area (Attachments D and E)."

This represents the first documented instance identified by MUNI in which the Board explicitly addressed the issue of rate disparity between the two regions, indicating that the issue had been recognized prior to December 2013.

Item #7: 2025 County of Monterey Board Report #25-246

The 2025 Board Report provides a comparative analysis of commercial solid waste rates between the East and West regions and identifies operational, disposal, fuel, labor, and administrative factors contributing to observed rate differences. The report advises maintaining separate regional rate structures, concluding that standardizing rates would shift costs unfairly to the West region.

Stated in the" Summary/Discission" section of the report:

"On December 3, 2024, the County of Monterey Board of Supervisors approved a new Unified Franchise Agreement (UFA) with Waste Management, DBA Carmel Marina Corporation, for waste hauling services in the unincorporated areas of the County. The Board also requested a cost analysis comparing commercial rates between the Salinas Valley Solid Waste Authority (East) and Monterey Regional Waste Management District (ReGen) (West) regions.

The UFA covers the West (ReGen) region, which spans 853 square miles and includes various cities and unincorporated areas, and the East (Salinas Valley Solid Waste Authority) region, covering 2,450 square miles. The rates were evaluated for all contributing factors that make up rates in both regions. These factors include commercial disposal rates, fuel costs, container and customer density, labor costs, and administrative expenses. The analysis compared the commercial West versus commercial East for Waste Management services.

The evaluation of Waste Management (WM) services across the West (ReGen) and East (Salinas Valley Solid Waste Authority) regions reveals significant differences in the factors that influence commercial disposal rates. The East region experiences a higher cost structure across multiple areas, including disposal rates, fuel costs, and labor costs. Specifically, the average disposal rate per ton in the East is $123, compared to $70 per ton in the West, representing a 44% higher cost in the East. Included in this difference is the pass-through cost AB939 fee incurred in the East representing $22.48 per ton which is not charged in the West. The AB939 fee supports Salinas Valley Solid Waste Authority's outreach and education activities.

The East area also incurs the cost of using Jolon Road Transfer Station, which incurs a transportation fee of $19.75 per ton, in addition to the material disposal cost. Use of this transfer station is necessary due to the size of the area served and to avoid additional labor and fuel expenses that would result from hauling material to the Johnson Canyon Landfill.

Additional costs in the East include higher fuel expenses due to a mix of CNG and Diesel usage, as well as the need for more routes due to a lower density of containers serviced per route. Waste Management leases the corporation yard located at the Jolon Road Transfer Station which does not have a CNG fueling station nor is there a CNG station for commercial use in South County, thus, the need to use a mix of CNG as well as Diesel fuels. Moreover, the East routes travel an additional 34,000 miles a year as compared to the West routes. Labor costs and administrative expenses are also higher in the East by 21% and 26%, respectively, further driving up costs. Administrative expenses are allocated based on customer count, with East having 26% more customers thus 26% more costs are allocated. Labor costs are attributed to customer density due to the number of miles the East covers and number of customers in the area. A route in the East services 62% less containers per route; and 498 containers in East versus 807 containers in the West.

The lower efficiency in the East, reflected in the lower number of containers serviced per route and higher fuel consumption per route, and higher disposal costs contribute to the disparity in service costs. These components combine to justify the existing rate structure, with the East region incurring higher costs across multiple service factors.

Based on the analysis of contributing factors, it is recommended to maintain the current rate structure for both regions. A proposal to standardize rates across the West and East regions would result in a significant increase in costs for the West region, which would unfairly shift the burden of the East's higher operating costs onto West customers. This would not only introduce unsubstantiated costs but also diminish the efficiency gains achieved in the West's more densely populated service area. Maintaining separate rates for the West and East regions ensures fairness, as it aligns rates with the actual costs of providing services in each region.

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 and ensures safety."

TABLE #2: BOARD REPORT NOTABLE COST IMPACTS

Cost Item	East (SVSWA)	West (ReGen)	Difference
Area (in square miles)	2,450	850	
Disposal (per ton)	$123.00 (inc. AB 939 fee)	$70.00	44%
Transfer Costs (per ton)	$19.75	N/A	
Fuel	Mix CNG & Diesel	CNG	
Route Miles (Approx.)	123,701	89,943	East< 33,774 miles
Containers per Route	498	807	
Labor & Admin (Based on customer count)			East < 21%-26%

The second documented reference to rate disparity provided to MUNI appears in the fourth through sixth paragraphs on page two of the referenced Board Report. In these sections, the report recommends that the Board of Supervisors maintain the existing two-region rate structure. It concludes, that standardizing rates across both regions would significantly increase costs for the West (ReGen) Region.

Item #12: 2015 Commercial Rate Analysis for County Unified Franchise Agreement

Of all documents reviewed, the **2015 Commercial Rate Analysis for the County Unified Franchise Agreement** is the most directly relevant to the issue of commercial rate disparity. The analysis relies heavily on cubic-yard service levels, service rates, and disposal costs.

The report traces the rebid of the Eastern franchise in 2002 to implement a three-cart collection system (recycling, organics, and residue), while the Western region retained a multi-franchise system that was not consistent with the Eastern service configuration. Between 2007 and 2009, the County initiated an additional request for proposals to consolidate all unincorporated service areas under a unified franchise agreement with a single rate structure.

When the Unified Franchise Agreement was approved in 2010, commercial rates were structured as a base collection rate plus disposal costs that varied depending on whether service was provided in the SVSWA (East) or MRWMD (West) region. Rate differences reflected dissimilar disposal costs and additional transfer costs incurred by the Eastern region following closure of the Crazy Horse Landfill in 2009, which required waste to be transported to the Johnson Canyon Landfill.

The 2015 analysis notes that Salinas Valley Solid Waste Authority staff disputed certain disposal and transfer cost assumptions presented by County staff.

Note: *For purposes of the current MuniEnvironmental rate review, pass-through disposal costs associated with historic or current tipping fees are not evaluated. This analysis focuses solely on operational cost components attributable to the waste hauler.*

During the December 9, 2014 rate approval hearing, questions were again raised regarding the magnitude of disparity between operational and disposal costs in the East and West regions. The 2015 County Commercial Rate Analysis attributes higher East region rates to service area configuration, rural service characteristics, and difficult-to-serve areas. Salinas Valley staff, however, contended that alternative disposal options could have reduced travel distances and improved efficiency.

Note: *MuniEnvironmental was not provided documentation regarding alternative disposal options and did not evaluate infrastructure costs or usage.*

In 2015, the Salinas Valley Solid Waste Region Authority conducted a secondary rate disparity analysis using cost-per-cubic-yard metrics based on audited financial data provided by WM during the Refuse Rate Index process. WM later asserted that these financial inputs were misapplied.

Note: *The 2015 Rate Analysis included cost elements related to inherited landfill liabilities and infrastructure obligations associated with the formation of the SVR in 1997. While these factors affect disposal tipping fees, they are outside the scope of the current rate review study.*

Item #17: Presentation Item 14 "Unified Franchise Agreement Commercial Rate Analysis"

The **Unified Franchise Agreement Commercial Rate Analysis** was provided in the form of a thirteen-page PowerPoint presentation prepared by Monterey County Environmental Health staff. The presentation includes the following sections:

1. Cover
2. Recommendations
3. UFA Approval Overview
4. Districts and Density Covered Under the UFA
5. Regional Breakdown
6. Comparison Methodology
7. Disposal Rate Comparison
8. Fuel and Transportation Costs
9. Labor and Administrative Costs
10. Summary of Cost Drivers in the East
11. Conclusion

While MUNI finds the information presented in this PowerPoint to be valuable, additional factual context, analysis, and explanatory detail would enhance understanding of the underlying cost drivers. Information from this presentation is

incorporated, where applicable, into later sections of this report, along with additional operational data and analysis.

Section C: WM Document Submittal

Following execution of the Non-Disclosure Agreement, WM submitted its initial response to MUNI's Request for Further Information on November 17, 2025. The response was provided in the form of an Excel workbook titled **"Comparison of Monterey East vs West"**, which included multiple tabs detailing itemized operational and disposal cost components.

The submitted workbook included data addressing tip fees, fuel costs, containers per route, number of routes, routing characteristics, container counts by waste stream, pounds per yard, customer counts, collection miles, and fuel type by region. Additional spreadsheets addressing 2024 disposal accruals, landfill and transfer station costing, tonnage by waste stream, and disposal cost comparisons between the East and West regions were also provided.

TABEL #3: MONTEREY COUNTY EAST VS WEST (COMMERCIAL) COMPARISON

Tab Name	Descriptions
ME vs MW Muni	1. Cost components for Tip Fees, Fuel Costs per Route, Containers per Route, and Number of Routes. Each item per Region. 2. Monterey County Map with Stops per Region
Summary	1. East & West Commercial Rate Table for 1-yard 1xWeek. 2. Additional Disposal Rates with AB 939 Fees. 3. Additional Route Costs 4. Pounds per Yard, per Region. 5. Container Counts per Region. 6. Collection Miles per Week
Routes	1. Specific Routing Information
Containers	1. Container Counts per Waste Stream, per Region
PPY	1. Account Count 2. Yards, Tons and Pounds per Yard Collected per Waste Stream
Fuel	1. Fuel Costs per Region with Fuel Type.

TABLE #4: OPERATION DISPOSAL ACCRUAL 2024

Tab Name	Descriptions
LOB	1. Table of Route Acronyms
Pivot	1. Landfill & Transfer Station Costing per Region & Waste Stream
2024	1. 3,330 row table with all routes, tickets, weights & material Info.
Comm	1. 2024 Tonnage Table per Waste Stram, by Landfill and Transfer Station
Comm Disp. Cost	1. 2024 Disposal Cost Comparison East vs West, per Waste Stream

Over the subsequent five-week period, WM submitted multiple supplemental and revised Excel tables to clarify questions raised by MUNI. During November and

December 2025, MUNI and WM participated in three video conference calls to discuss the submitted data and to provide further clarification regarding the operational and disposal information provided.

WM played a significant role in the document submittal process by providing detailed data necessary for analysis of 2024 commercial rates and operational costs. While certain internal operational costs, methods, and processes are typically considered confidential, WM was responsive to information requests and provided the data required for this review. Throughout the process, WM's representatives engaged professionally and cooperatively in support of the County-requested analysis.

Section D: MUNI: Data Analysis & Methods

After reviewing all documents and spreadsheets provided by the County and WM, MUNI structured its analysis to align, where appropriate, with the format and analytical approaches used in prior County-commissioned reports and presentations addressing commercial solid waste rates.

The 25-page **"2015 Commercial Rate Analysis for County Unified Franchise Agreement,"** identified in this report as Item #12, served as an important reference document. That analysis includes tables and narrative employing cubic-yard conversion methodologies to compare collection service levels, service rates, and certain operating and disposal costs across the two service regions. While such methodologies are commonly used in solid waste rate analysis, they are only reliable when all cost and service components are accurately defined and consistently applied.

2015 SCSWA Rate Impact Analysis

MUNI reviewed the **"2015 SVSWA Rate Impact Analysis for County Commercial Bin Rate Payers under Unified Franchise Agreement (UFA) – Expense Based,"** including its associated tables. This review identified certain assumptions within the analysis that warranted further examination.

Without disputing the numerical outputs presented in the tables titled **"Costs of Service with Disposal Costs," "Cost of Services without Disposal Costs,"** and **"Sample Commercial Rate Differences based on Audited Costs of Services,"** which compare one-, two-, and three-cubic-yard service levels, MUNI determined that specific assumptions embedded in the tables labeled **"Salinas Valley Recycles"** and **"Monterey Regional Waste Management"** required clarification.

Scope and Basis of the MUNI Rate Study

Before addressing those assumptions, MUNI clarified the foundational scope of this rate study. The County requested that MUNI perform a rate analysis of commercial solid waste services in the two identified regions. Following a comprehensive review of the documents provided and discussions with County staff and WM, MUNI determined that

the analysis should focus on **2024 commercial rates**, consistent with the Board of Supervisors' request.

To conduct this analysis, MUNI evaluated how commercial services were characterized in prior studies and identified differences between service classifications used in the 2015 analysis and those available for 2024 data.

Commercial services generally include permanent or regularly scheduled collection services using commercial carts, front-loader bins, and roll-off containers. In addition, cost-of-service information contained in hauler financial reports must be categorized by service type in order to support accurate comparisons.

During this review, and in consultation with WM, MUNI determined that the financial reporting framework used in the 2015 analysis could not be reliably replicated for the 2024 data set. Specifically, the aggregation of commercial carts, multi-family bin services, and roll-off services used in the 2015 analysis to calculate total commercial cubic yards serviced could not be consistently reproduced using 2024 operational and financial records.

Commercial Cart Services

MUNI determined that the operational and disposal costs associated with commercial cart services are not allocated to the commercial sector in WM's financial or disposal reporting. Commercial carts used for refuse and recycling are collected using residential side-loader vehicles, and the associated collection and disposal costs are allocated to residential service categories rather than commercial accounts.

While this allocation approach is not uncommon in industry practice, it limits the ability to isolate the true cost of service for commercial cart operations. Absent a comprehensive audit of WM's collection and accounting systems, MUNI is unable to accurately segregate commercial cart costs. Accordingly, **commercial cart services are excluded from this analysis**.

Roll-Off Services

Roll-off services present similar analytical challenges. Review of WM's 2015 and 2024 disposal and diversion tonnage reports indicated that all roll-off services—including temporary, construction, on-call, and permanent services—are combined within a single roll-off disposal category. As a result, isolating tonnage and pounds-per-cubic-yard data associated specifically with permanent commercial roll-off services is not reliable.

Given these limitations, MUNI determined that roll-off collection and disposal costs could not be confidently allocated to the commercial sector for purposes of this study. **Roll-off services are therefore excluded from the analysis**, consistent with the treatment of commercial cart services.

Commercial Cubic Yard Bin Services

As a result of the data limitations described above, MUNI proceeded with the commercial rate analysis by focusing exclusively on **permanent commercial front-loader bin services**. These services are clearly distinguished within WM's operational and disposal data and allow for reliable identification of customer counts, bin counts, cubic yards serviced, pounds per cubic yard collected, route activity, and disposal tonnage.

Cubic Yard Methodology

In evaluating commercial bin service levels and rates, MuniEnvironmental, LLC (MUNI) examined generator service configurations, total cubic yards serviced, pounds per cubic yard, and associated operational costs.

Route time and travel distance are fundamental cost drivers in solid waste collection. For comparative analysis, however, the **weight of material collected per container** is equally important, as material density directly affects compaction, disposal costs, and the operational effort required per unit of service.

With the introduction of compaction technology, the relationship between container volume and collected weight varies by waste type. Typical industry compaction ratios are summarized in the Table below.

TABLE #5: TRUCK COMPACTION RATIOS

Waste Type	Industry Standard Compaction Ratio
Residential	4:1
Commercial (Wet)	3:1
Recyclables	6:1
Heavy Commercial/Industrial	2:1

As illustrated, a commercial route with a 3:1 compaction ratio can compress three cubic yards of loose material into one cubic yard of space. Because disposal costs are incurred on a weight basis, accurately estimating pounds per cubic yard at the point of generation is critical to evaluating cost per unit of service.

Using these principles, MUNI analyzed Waste Management's 2024 commercial bin operations to compare collection and disposal costs between the East and West regions. The resulting findings are presented in the following section of this report.

Table #6: 2024 Basic Commercial Regional Data and Differences

Commercial Services (Excluding Roll-Off)	Salinas Valley (East)	ReGen (West)	Difference	Percentage Difference
Accounts	1,030	764	266	34.82%
Customer Bin Counts	1,386	1,347	39	2.90%
Bins per Cust.	1.35	1.76	- 0.42	-23.67%
Total C.Y. Serviced Mo.	3,361	2,781.50	579.50	20.83%
Tons Collected Mo.	645.95	691.28	- 45.33	- 6.56%
Lbs. Collected Mo.	1,291,900	1,382,560	- 90,660	- 6.56%
Pounds Per Yard	91.35	117.63	- 26.28	- 22.34%
Miles per Mo.	10,309.73	7,495.23	2,815.50	37.55%
Fuel per Mo.	$12,388.42	$7,915.33	$4,473.08	56.51%
Routes Mo.	23.73	17.28	6.45	37.34%
Hours Route Mo.	804.59	638.55	166.04	26.00%
Region Tip Fee Avg. (Including AB 939 Fee)	$123.24	$69.58	$53.66	77.12%
2-C.Y. Bin Service Rate (1 pick-up per Week)	$426.40	$277.20	$149.20	53.82%
2-C.Y. Bin Service Rate/per Yard *(1 pick-up per Week)*	$213.20	$138.30	$74.90	

As shown in **Table #6** *(2024 Basic Commercial Regional Data and Differences)*, the Salinas Valley (East) region services **3,361 cubic yards per month**, compared to **2,781.50 cubic yards** in the ReGen (West) region—an increase of **579.50 cubic yards**, or **20.83 percent** more service volume in the East.

Despite servicing more cubic yard capacity, the East region collects **less total material**. Monthly tonnage totals **645.95 tons** in the East versus **691.28 tons** in the West, a difference of **45.33 tons**, or **6.56 percent**. This same difference is reflected in total pounds collected per month.

These figures indicate a **lower material density** in the East. Average pounds per cubic yard are **91.35 lbs./CY** in the East, compared to **117.63 lbs./CY** in the West—approximately **22.34 percent lighter material per cubic yard**. As a result, the East must service more container volume to collect a comparable amount of material.

Operational metrics further illustrate these differences. The East region services **34.82 percent more commercial accounts** and operates **37.34 percent more routes per**

month, while averaging **fewer bins per customer** (1.35 in the East versus 1.76 in the West). These conditions reflect lower route density and increased operating effort per cubic yard of service.

Route mileage and fuel usage are also higher in the East. Monthly route mileage averages **10,309.73 miles** in the East, compared to **7,495.23 miles** in the West—an increase of **37.55 percent**. Correspondingly, monthly fuel costs are **$12,388.42** in the East versus **$7,915.33** in the West, a **56.51 percent** difference.

Disposal pricing further distinguishes the two regions. The average regional disposal rate, including the AB 939 fee, is **$123.24 per ton** in the East and **$69.58 per ton** in the West, a **77.12 percent** difference. Although the East's waste stream is lighter on a per-cubic-yard basis, the higher per-ton disposal rate results in a higher disposal cost per cubic yard of service.

The table also reflects the most common commercial service level evaluated: **2-cubic-yard bin service with one pickup per week**. The monthly rate for this service is **$426.40** in the East and **$277.20** in the West, a difference of **$149.20**, or **53.82 percent**. When evaluated on a per-cubic-yard basis, the rate differential remains substantial.

Taken together, the data in Table #6 demonstrates clear differences in service volume, material density, routing activity, fuel usage, and disposal pricing between the East and West regions. These operational characteristics provide context for the rate differentials observed and are examined analytically in **Section E**, which evaluates how these factors combine to influence cost per cubic yard of service.

TABLE #7: CUBIC YARD BIN RATE DIFFERENCES

Percentage Difference	SVSWA is more Expensive by the following Percentages					
CUBIC YARDS	1x	2x	3x	4x	5x	6x
1	48.05%	48.05%	48.05%	48.05%	48.05%	48.05%
1.5	50.53%	50.53%	50.53%	50.53%	50.53%	50.53%
2	53.82%	53.82%	53.82%	53.82%	53.82%	53.82%
3	48.05%	48.05%	48.05%	48.05%	48.05%	48.05%
4	48.04%	48.04%	48.04%	48.04%	48.04%	48.04%
6	48.05%	48.05%	48.05%	48.05%	48.05%	48.05%
8	48.03%	48.03%	48.03%	48.03%	48.03%	48.03%

Section E: Findings: East vs. West Rates Diverge per Cubic Yard of Service

This section evaluates the factors driving differences in **cost per cubic yard (CY) of service** between the Salinas Valley (East) and ReGen (West) regions. Each finding presents the applicable calculation followed by an explanation of its operational and cost significance.

1. Material Density (Pounds per Cubic Yard) Is Lower in the East

Calculation:

Pounds per Yard:
East = **91.35** lbs./CY
West = **117.63** lbs./CY

East − West = −26.28 lbs./CY

Explanation:
The East region's waste stream is approximately **26.28 pounds lighter per cubic yard** than that of the West. This means the East must service more container volume to collect an equivalent amount of material. Although rates are billed by cubic yard, lighter material density increases the number of container lifts, route miles, and service hours required per ton collected, thereby increasing the operating cost per cubic yard.

2. Disposal Cost per Cubic Yard Is Higher in the East (Despite Lighter Waste)

Calculation:

East disposal per CY ≈ **$5.63**
(= $123.24/ton × 91.35 lbs./CY ÷ 2,000)

West disposal per CY ≈ **$4.09**
(= $69.58/ton × 117.63 lbs./CY ÷ 2,000)

Difference (East − West) ≈ +$1.54 per CY

Explanation:
Although the East's waste stream is lighter on a per-cubic-yard basis, the substantially higher per-ton disposal rate—driven largely by the AB 939 fee—results in a higher disposal cost per cubic yard. This **$1.54 per-CY differential** represents the single largest individual cost component contributing to the overall rate disparity between the two regions.

3. Fuel Cost per Cubic Yard Is Higher in the East

Calculation:

East fuel per CY ≈ **$3.69**
(= $12,388.42 ÷ 3,361 CY)

West fuel per CY ≈ **$2.85**
(= $7,915.33 ÷ 2,781.50 CY)

Difference (East – West) ≈ +$0.84 per CY

Explanation:
Fuel costs per cubic yard are higher in the East due to greater route mileage, lower route density, and a mixed fuel profile that includes both CNG and diesel usage. These conditions increase fuel consumption per unit of service delivered, contributing an additional **$0.84 per CY** to East region operating costs.

4. Route Miles and Route Hours per Cubic Yard Are Higher in the East

Calculation:

Miles per CY:
East ≈ **3.07** miles/CY
West ≈ **2.69** miles/CY

Difference ≈ +0.37 miles/CY

Hours per CY:
East ≈ **0.239** hours/CY
West ≈ **0.230** hours/CY

Difference ≈ +0.0098 hours/CY

Explanation:
The East region requires more travel distance and service time per cubic yard due to its larger geographic area and more dispersed customer base. Even modest increases in miles and hours per cubic yard compound across routes and service cycles, increasing labor, vehicle, and overhead costs on a per-CY basis.

5. Workload Distribution and Service Configuration

Calculation:

Accounts:
East = **1,030**
West = **764**

Difference = +266 (+34.82%)

Routes per Month:
East = **23.73**
West = **17.28**

Difference = +6.45 (+37.34%)

Bins per Customer:
East = **1.35**
West = **1.76**

Difference = −0.42 (−23.67%)

Explanation:
The East services more customers while averaging fewer bins per customer and operating more routes. This configuration reflects lower route density, resulting in more stops and travel per cubic yard of service. These structural characteristics increase operational effort per unit of service, even when total cubic yards serviced are higher.

6. Volume Serviced Versus Mass Collected

Calculation:

Cubic Yards per Month:
East = **3,361** CY
West = **2,781.50** CY

Difference = +579.50 CY

Tons Collected per Month:
East = **645.95** tons
West = **691.28** tons

Difference = −45.33 tons

Pounds Collected per Month:
East = **1,291,900** lbs.
West = **1,382,560** lbs.

Difference = −90,660 lbs.

Explanation:
The East region services more cubic yards each month while collecting less total mass. This confirms that East operations require servicing greater container volume to remove less material, reinforcing the finding that operating effort per cubic yard is higher in the East.

Synthesis: Cost Drivers Underlying the Rate Differential

When evaluated together, the formulas above demonstrate that higher commercial rates in the East region are driven by:

- Higher disposal cost per cubic yard, largely attributable to higher per-ton disposal rates and the AB 939 fee
- Higher fuel cost per cubic yard due to increased mileage and lower route density
- Higher labor and vehicle effort per cubic yard resulting from longer travel distances and service times
- Service configurations that increase stops and travel per unit of service

These factors align with the observed rate differences between the East and West regions. The most common commercial service level—**2-cubic-yard bin service with one**

pickup per week—reflects this relationship, with East region rates approximately **54 percent higher** than those in the West.

The 2024 Basic Commercial Regional Data and Differences table confirms that East (SVSWA) serves more cubic yards per month but lifts less mass per yard**—East is ~**26.28 lbs./CY** lighter than West—requiring more stops and travel per unit of service. This lower material density, coupled with East's higher disposal price (including AB 939), increases disposal cost per CY by about **$1.54**, and fuel cost per CY by about **$0.84**. Route miles and hours per CY are also higher in East (**+0.37 miles**, **+0.0098 hrs.**), directly raising the cost-to-serve per yard. After correcting the 2-C.Y. pricing lines, East's weekly and per-yard rates are **~53.8–54.2%** higher than West's, consistent with these operational and fee drivers.

AB 939 Fee Impact

The AB 939 fee is a structural, unavoidable cost unique to the East region. It directly raises the cost per ton, which raises the cost per cubic yard, which raises the final commercial rates — contributing substantially to the **53.8%–54.2% rate difference** between the regions.

- This alone creates a **77% higher disposal cost** in the East.

Section F: Conclusion

This report evaluated commercial solid waste service rates in the Salinas Valley (East) and ReGen (West) regions under the Unified Franchise Agreement, with specific attention to the percentage differences in rates identified in the comparative rate tables. The purpose of the analysis was not to assess rate policy or recommend rate changes, but rather to determine whether the observed rate differentials are supported by documented operational and cost factors.

As presented in Sections D and E, the analytical review demonstrates that the East and West regions operate under materially different service conditions that directly affect cost per cubic yard of service. These differences include variation in material density, disposal pricing, route mileage, fuel consumption, service configuration, and geographic service characteristics.

The analysis shows that the East region services a greater volume of cubic yards while collecting less total material, reflecting lower pounds per cubic yard and requiring increased operational effort per unit of service. When combined with higher per-ton disposal costs—driven in part by the AB 939 fee—and higher fuel and routing costs associated with lower route density and longer travel distances, these factors increase the cost to serve each cubic yard in the East region relative to the West.

The mathematical calculations and comparative metrics presented in Section E quantify how these operational differences translate into higher per-cubic-yard costs in the East. These quantified cost drivers align with the percentage differences observed in

commercial service rates, including the approximately 54 percent differential for the most common service level evaluated *(2-Cubic Yard container once per week).*

Based on the data reviewed and the analytical methods applied, the rate disparities identified in the comparative rate tables are supported by the underlying operational and cost factors documented in this report. The findings indicate that the differences in commercial rates between the East and West regions are consistent with the differing costs required to provide service in each region under current conditions.

Section G: Study Limitations

This study was conducted for the limited purpose of evaluating whether the commercial rate disparities identified in the comparative rate tables are supported by the operational and cost-related information available in the documents provided to MuniEnvironmental, LLC (MUNI). The analysis relied on County-supplied background materials, prior rate studies, Board of Supervisors reports, and operational and disposal data submitted by Waste Management for the 2024 calendar year.

The scope of this review was focused on identifying and explaining the fundamental factors contributing to differences in cost per cubic yard of service between the East and West regions. The analysis examined service characteristics, material density, disposal pricing, routing metrics, fuel usage, and service configuration as reflected in the data provided.

This study did not include an audit of Waste Management's financial records, nor did it evaluate internal operational, labor, or administrative cost structures beyond the information disclosed in the submitted documentation. MUNI did not perform a cost-of-service audit, validate accounting allocations, or assess the reasonableness of individual expense line items.

Accordingly, the findings and conclusions presented in this report are based on the evidence reviewed and are intended to explain the underlying factors associated with the observed rate disparity, rather than to independently verify or recalculate franchisee costs. The conclusions should be interpreted within the context of this defined scope and the information made available for review.

Closing Statement

MuniEnvironmental, LLC appreciates the opportunity to assist the County of Monterey with this commercial rate disparity review. We thank the County for entrusting MuniEnvironmental with this analysis and for the cooperation and information provided throughout the review process. We look forward to continuing to support the County in future solid waste rate, operational, recycling program implementation and policy-related evaluations as needed.

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Monterey County
Board of Supervisors

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

Board Order

Upon consensus the Board:

a. Received an update addressing the Unified Franchise Agreement Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority and Monterey Regional Waste Management District regions; and
b. Directed staff to meet with the three (3) partners Liz Hall, Eric Lynch and Mr. Matthis to bring back some specific numbers as options for difference in price for commercial customers.

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: 25-246
Agenda Item No.: 14

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Unified Franchise Agreement Commercial Rate Analysis

Monterey County Environmental Health
Ric Encarnacion, Bureau Chief
Marni Flagg, Assistant Bureau Chief
Jeff A. Duhamel, Muni Environmental Principal

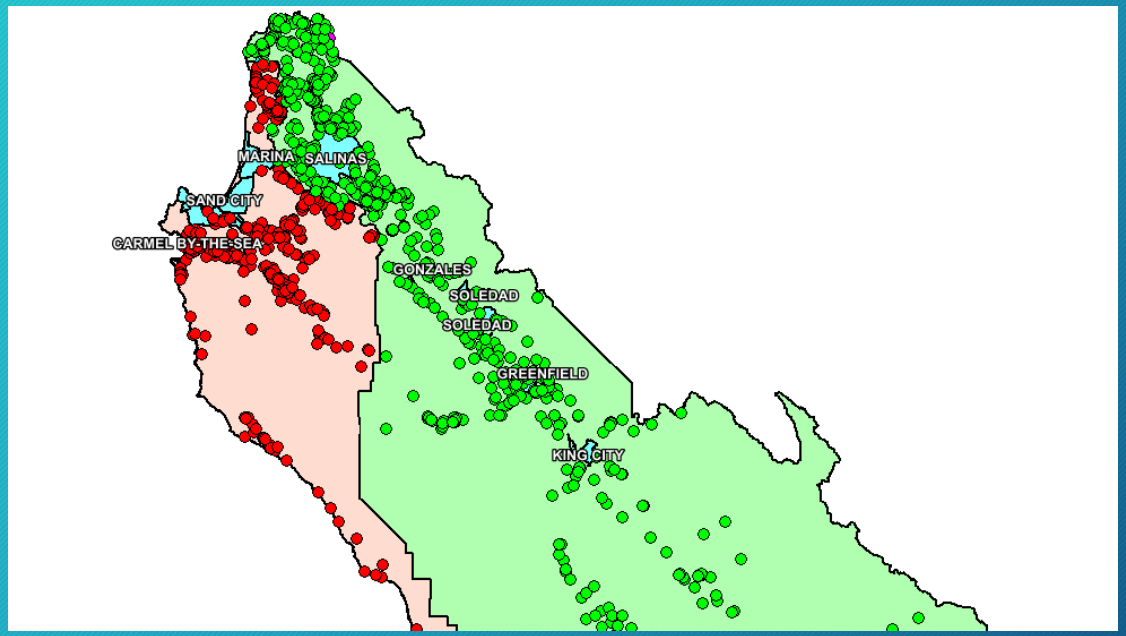
Recommendation

- a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
- b. Provide directions to staff, as appropriate.

UFA Approval Overview

- New UFA Agreement was approved: December 3, 2024
- Franchisee: Waste Management (DBA Carmel Marina Corporation)
- Area Covered: Unincorporated Monterey County
- Board Direction: Conduct commercial rate cost comparison – East vs. West regions

Districts and Density Covered Under the UFA



Regional Breakdown

- West Region (ReGen):
  - Covers 853 square miles
  - Includes Peninsula cities & unincorporated areas
  - ReGen Monterey
- East Region (SVSWA):
  - Covers 2,450 square miles
  - Includes Valley cities and unincorporated areas
  - Salinas Valley Solid Waste Authority

Documentation used for analysis

Muni received a total of 18 documents to support initiation of the review process:

- Waste Management
- Salinas Valley Solid Waste Authority (SVSWA)
- County of Monterey Environmental Health

Comparison Methodology

Cubic Yard Methodology

- Focused on permanent commercial front-loader bin services.
- Factors Evaluated:
  - generator service configurations
  - total cubic yards serviced
  - pounds per cubic yard
  - associated operational costs.

Key Findings

1. Lower Material Density in the East
   - East waste stream averages approximately 91 pounds per cubic yard.
   - West waste stream averages approximately 118 pounds per cubic yard.
     Because East material is lighter, more container volume must be serviced to collect comparable amounts of material, increasing lifts, route miles, and service hours per ton collected.
     - Increased number of Routes: East = 23.73 / West = 17.28 *(Trucks/Drivers)*
     - Containers per Route: East = 498 ea. / West = 807
2. Higher Disposal Cost per Cubic Yard in the East
   - East average disposal rate (including AB 939 fee): approximately $123 per ton.
   - West average disposal rate: approximately $70 per ton.

   Even with lighter material, the higher per-ton disposal rate in the East results in an estimated $1.54 higher disposal cost per cubic yard compared to the West. This is the single largest individual contributor to the rate differential.

Key Findings

3. Higher Fuel Cost per Cubic Yard in the East
   - East fuel cost per CY ≈ $3.69
   - West fuel cost per CY ≈ $2.85

   Higher route mileage, lower route density, and mixed CNG/diesel fueling contribute to approximately $0.84 higher fuel cost per CY in the East.

4. Greater Route Miles and Hours per Cubic Yard in the East

   The East requires more travel distance (33,774 miles) and time per cubic yard of service due to its larger geographic area and dispersed customer base, increasing labor, vehicle, and overhead costs, material density.

   East (Approx.) Miles Driven 2024 – 123,717

   West (Approx.) Miles Driven 2024: 89,943

Key Findings

5. Service Configuration Differences
   - East services more accounts, averages fewer bins per customer, and operates more routes.
   - This reflects lower route density and more stops per cubic yard of service, increasing cost per unit of service.

6. More Volume Serviced, Less Mass Collected
   - The East region services more total cubic yards per month but collects less total tonnage than the West, confirming that East operations require more service effort to remove less material.

Summary of Cost Drivers in the East

- Lower Material Density in the East
- Higher Disposal Cost per Cubic Yard in the East
- Higher Fuel Cost per Cubic Yard in the East
- Greater Route Miles and Hours per Cubic Yard in the East
- Service Configuration Differences
- More Volume Serviced, Less Mass Collected

Conclusion

- Analysis supports regional rate structure
- Maintaining separate East and West commercial rate structures reflects the actual cost of providing service in each region
- Standardizing rates would shift East's higher operating costs to West customers, resulting in inequitable cost allocation

Recommendation

- a. Receive an update addressing the Unified Franchise Agreement (UFA) Solid Waste Hauling commercial rate differences between the Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (ReGen) regions based on an independent Special Rate Study; and
- b. Provide directions to staff, as appropriate.

Questions?

County of Monterey

Board Report

Legistar File Number: 26-386

Item No.21

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

April 28, 2026

Introduced: 4/20/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

Receive an informal update from Monterey One Water, presented by Paul A. Sciuto, Executive Officer, on capital projects, the rate study, and strategic priorities.

County of Monterey

Board Report

Legistar File Number: 26-386

Item No.15

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

April 28, 2026

Introduced: 4/20/2026

Version: 1

Current Status: Scheduled PM

Matter Type: General Agenda Item

Receive an informal update from Monterey One Water, presented by Paul A. Sciuto, Executive Officer, on capital projects, the rate study, and strategic priorities.

INFORMATIONAL UPDATE:

Capital Projects, Rate Study, and Strategic Priorities

Paul A. Sciuto, Executive Officer



Monterey One Water

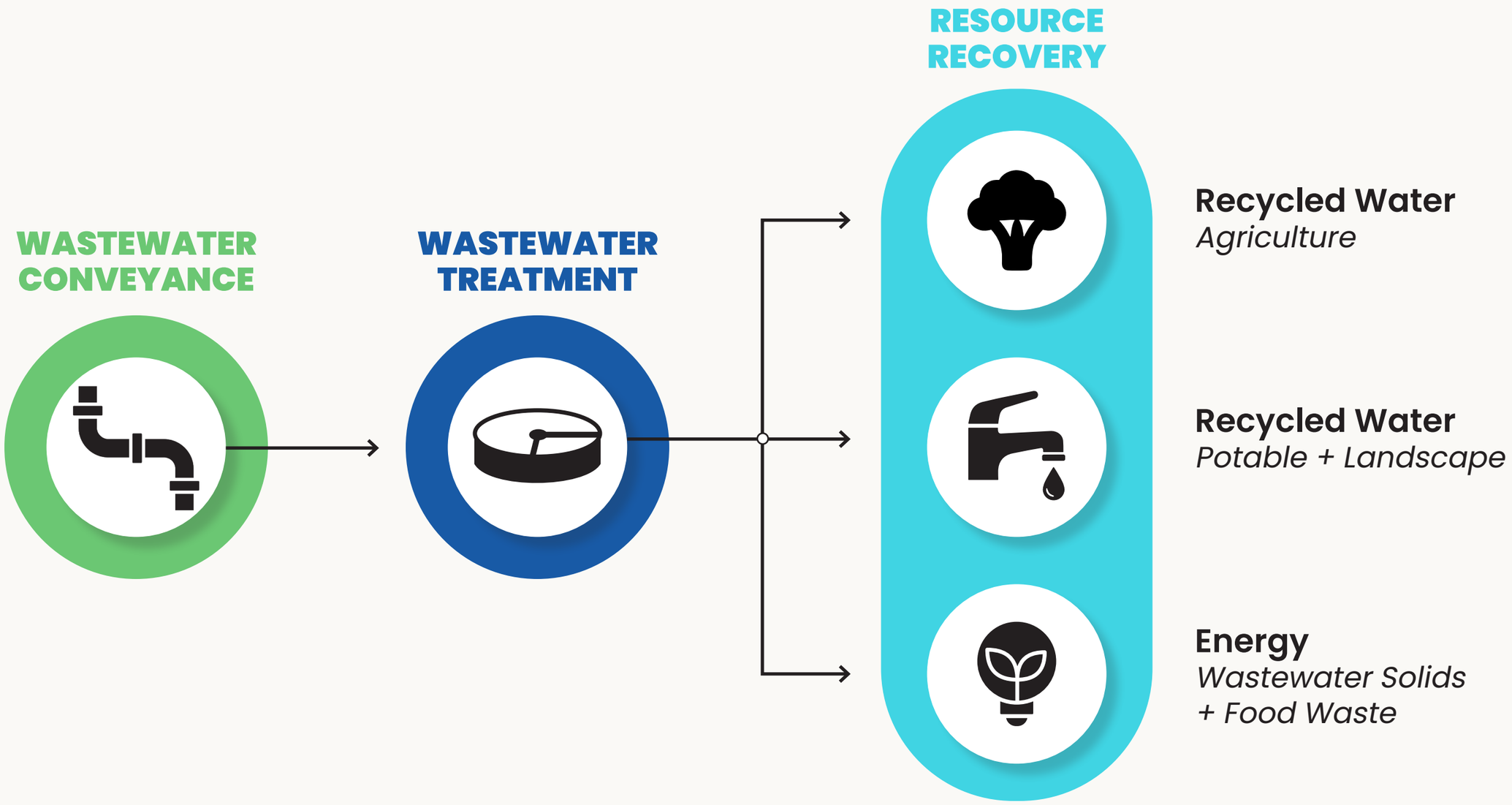
OUR ROLE

Mission

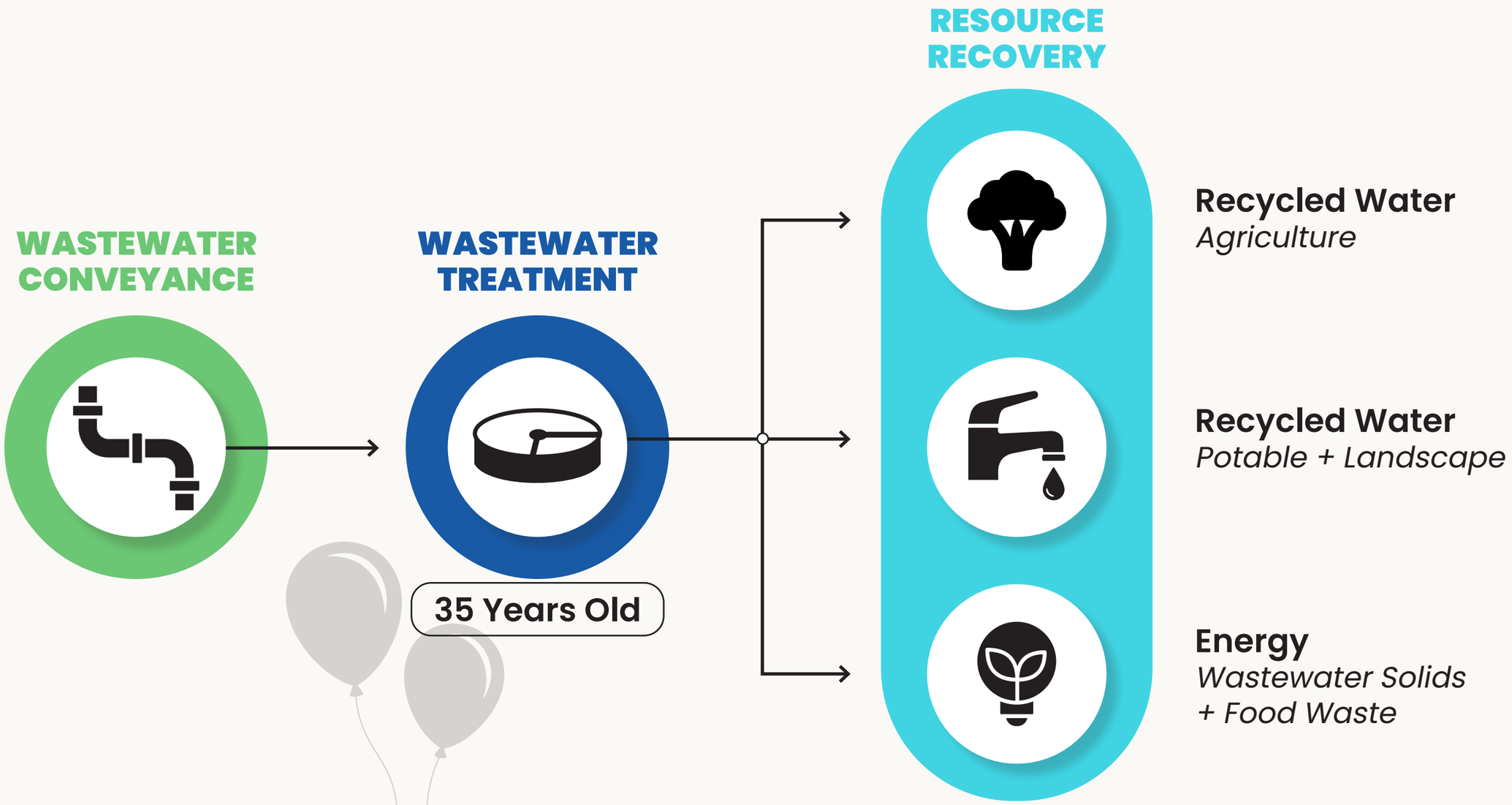
Working together for safe, resilient water solutions that benefit our community and environment

- Water & Energy
- Community
- Employer of Choice
- Technology
- Industry Policy & Position

SERVICES & FACILITIES



SERVICES & FACILITIES



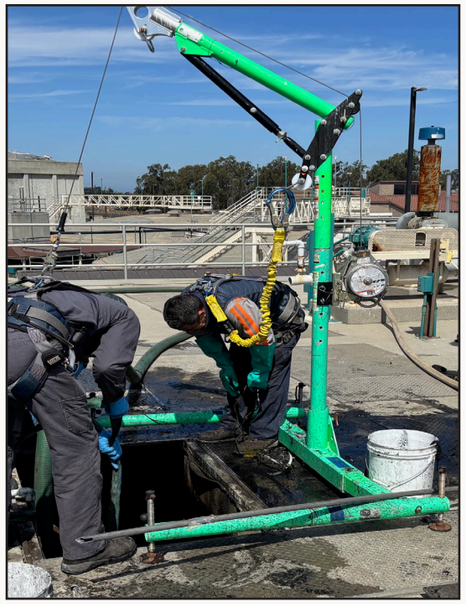
PUBLIC WORKS IN ACTION

PUMP STATION UPGRADE



Example:
Rebuild of two coastal pump stations (new pumps, electrical, instrumentation)

TREATMENT PLANT MAINTENANCE



Example:
Cleaning and inspection of treatment steps

REPLACEMENT & EFFICIENCIES



Example:
New instrumentation for power generation

WHAT'S IN THE WORKS

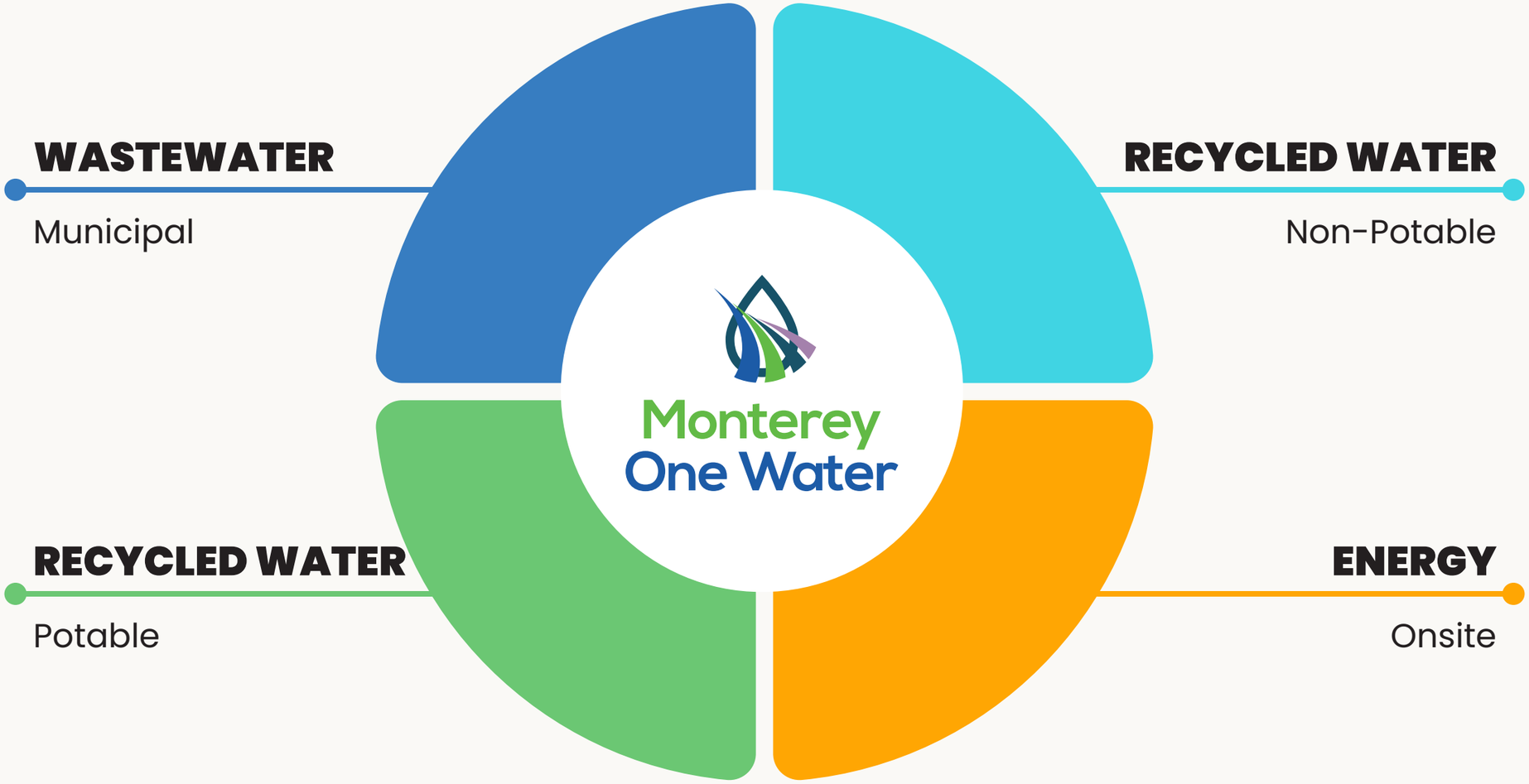
Current Priorities

- Electrical Reliability
- Treatment Master Plan
- Biosolids Management



CUSTOMER GROUPS

Funding “Bank Accounts”



SUPPORTING OUR PRIORITIES

Wastewater Rate Study

FINANCIAL PLAN

Financial analysis and revenue requirements



COST OF SERVICE

Analysis of revenue needed to serve each user group



RATE DESIGN

Monthly rate schedule over set period



WHAT DRIVES RATES?

Reliable Service • Rising Costs (chemicals/power) • Capital Projects

SUPPORTING OUR PRIORITIES

Wastewater Rate Study Recommendation

M1W Proposed Monthly Rates: Residential

Current Rate (per unit)	Projected for FY Ending June 30				
	2027	2028	2029	2030	2031
$54.00	$57.27	$61.86	$66.80	$72.82	$79.37

M1W Proposed FY27: $57.27 | FY27 Member Entity Average: $22.57 | Total: $79.84

PUBLIC RATE SETTING

APRIL

BOARD ACTION

- Accept Rate Study
- Initiate Prop 218 process

MAY

CUSTOMER NOTIFICATION

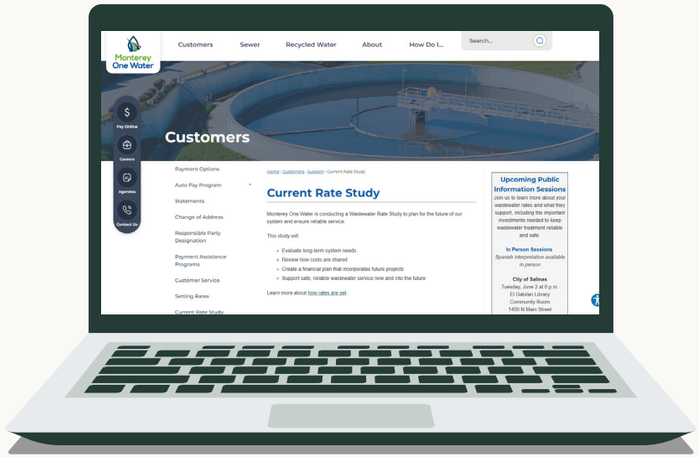
- Mail Prop 218 notice by May 8
  Including right to formally protest or object to proposed rate changes

JUNE

PUBLIC HEARING

- June 29, 2026 at 6:00 pm

COMMUNITY OUTREACH



MontereyOneWater.org/Rates

- Rate Study
- Proposed Rates
- Protest and Objection Details
- FAQs
- Spanish Resources
- Questions? Email **Prop218@my1water.org**

Public Info Sessions

Understanding Your Wastewater Rates

Tuesday, June 2 at 6 p.m.
El Gabilan Library
1400 N Main Street, Salinas

Wednesday, June 3 at 6 p.m.
Community Center at Soper Field
200 Coe Ave, Seaside

Monday, June 8 at 6 p.m.
Marina Library
190 Seaside Circle, Marina

Virtual participation available
Spanish interpretation in person

Monterey One Water
Providing Cooperative Water Solutions

THANK YOU

Paul A. Sciuto
Executive Officer
info@my1water.org

INFORMATIONAL UPDATE:

Capital Projects, Rate Study, and Strategic Priorities

Paul A. Sciuto, Executive Officer



Monterey One Water

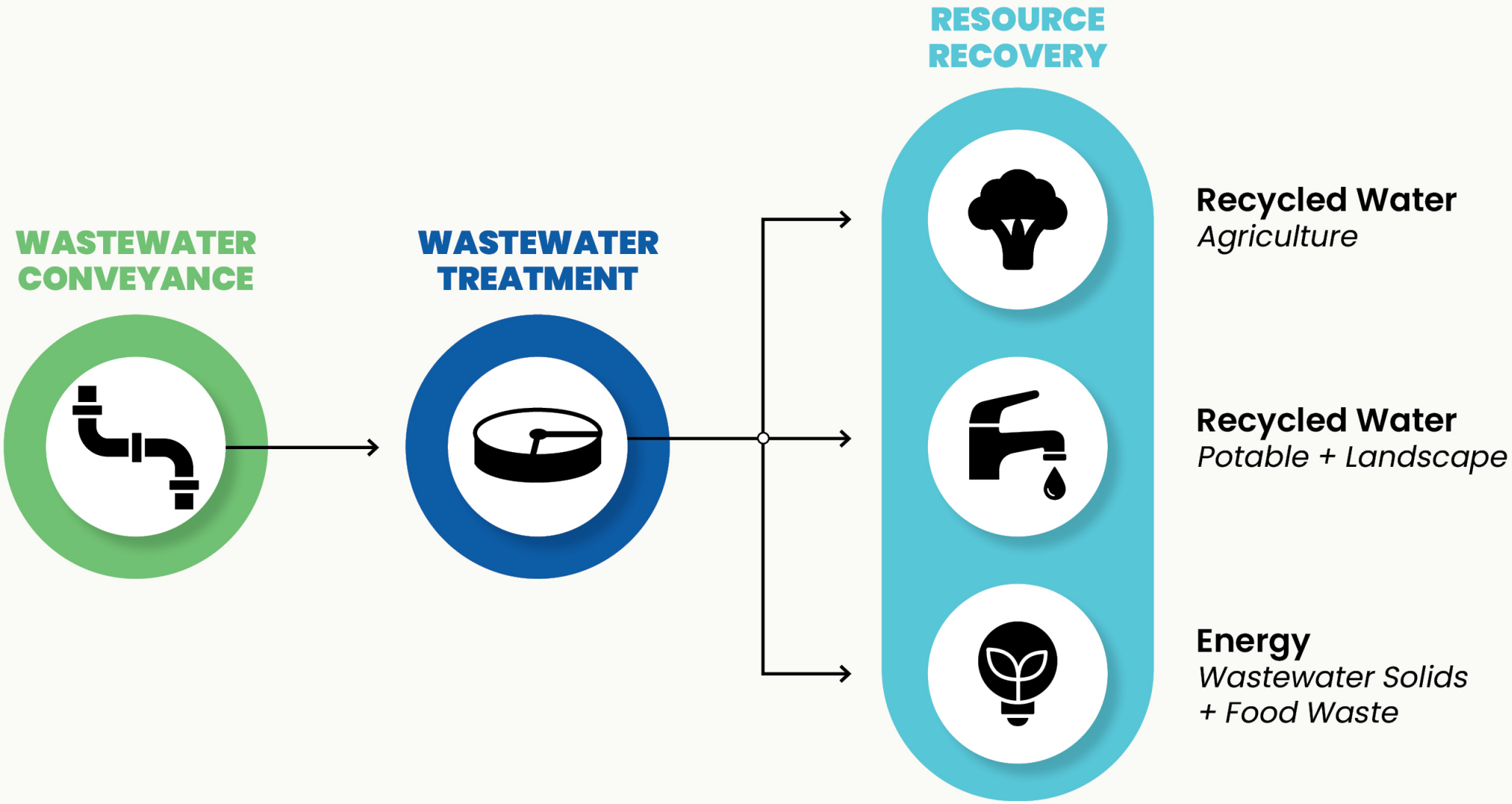
OUR ROLE

Mission

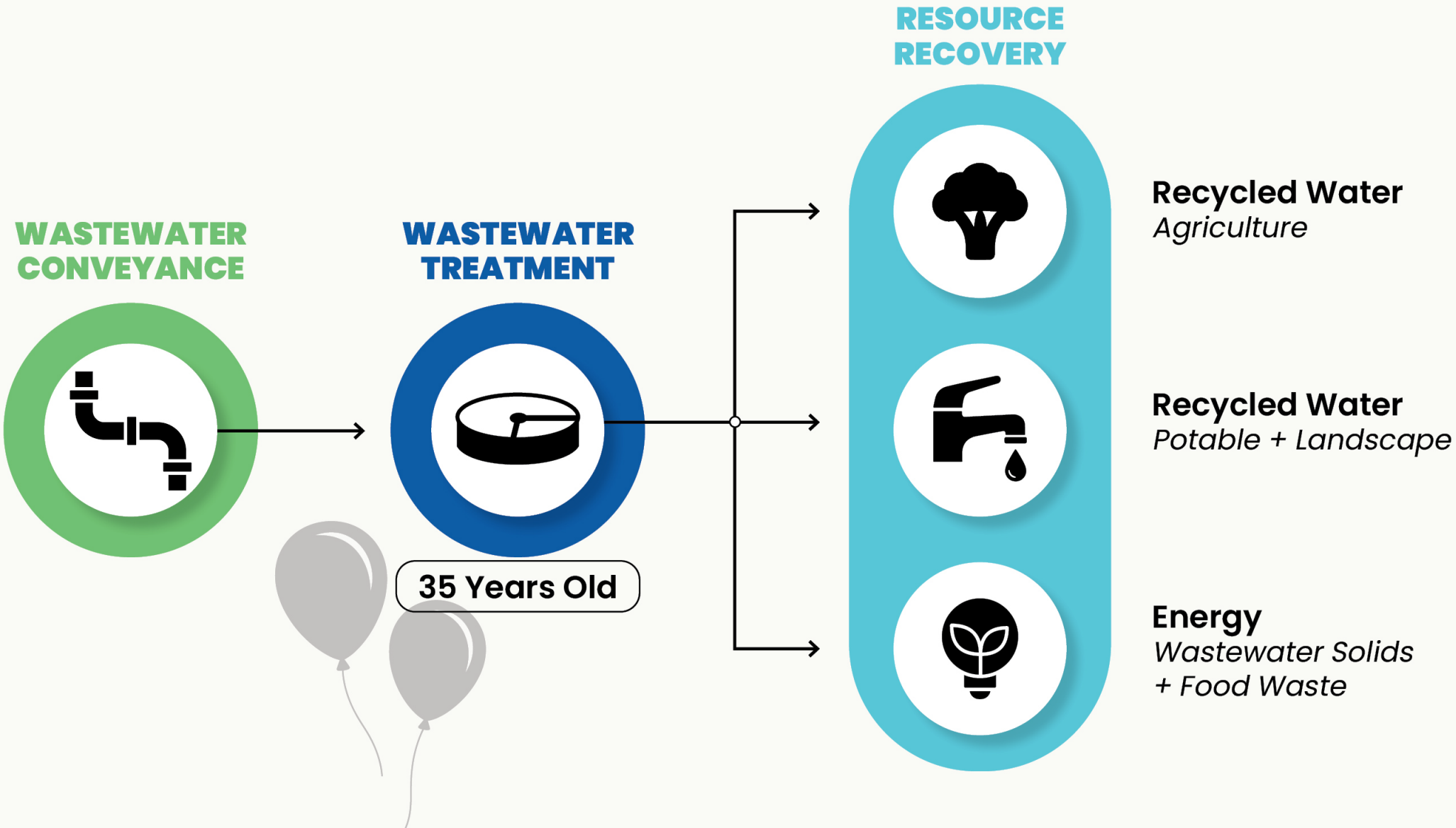
Working together for safe, resilient water solutions that benefit our community and environment

- Water & Energy
- Community
- Employer of Choice
- Technology
- Industry Policy & Position

SERVICES & FACILITIES



SERVICES & FACILITIES



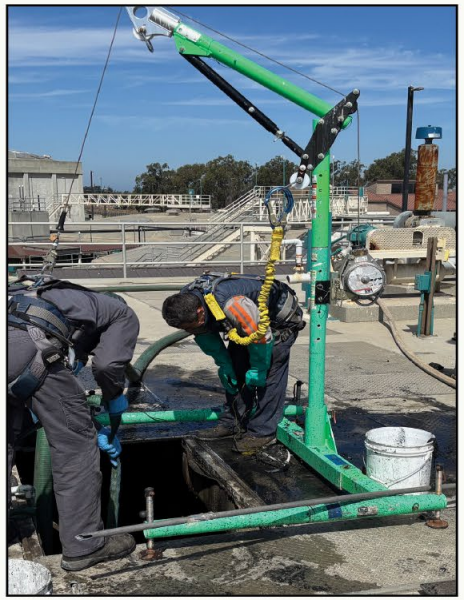
PUBLIC WORKS IN ACTION

PUMP STATION UPGRADE



Example:
Rebuild of two coastal pump stations (new pumps, electrical, instrumentation)

TREATMENT PLANT MAINTENANCE



Example:
Cleaning and inspection of treatment steps

REPLACEMENT & EFFICIENCIES



Example:
New instrumentation for power generation

WHAT'S IN THE WORKS

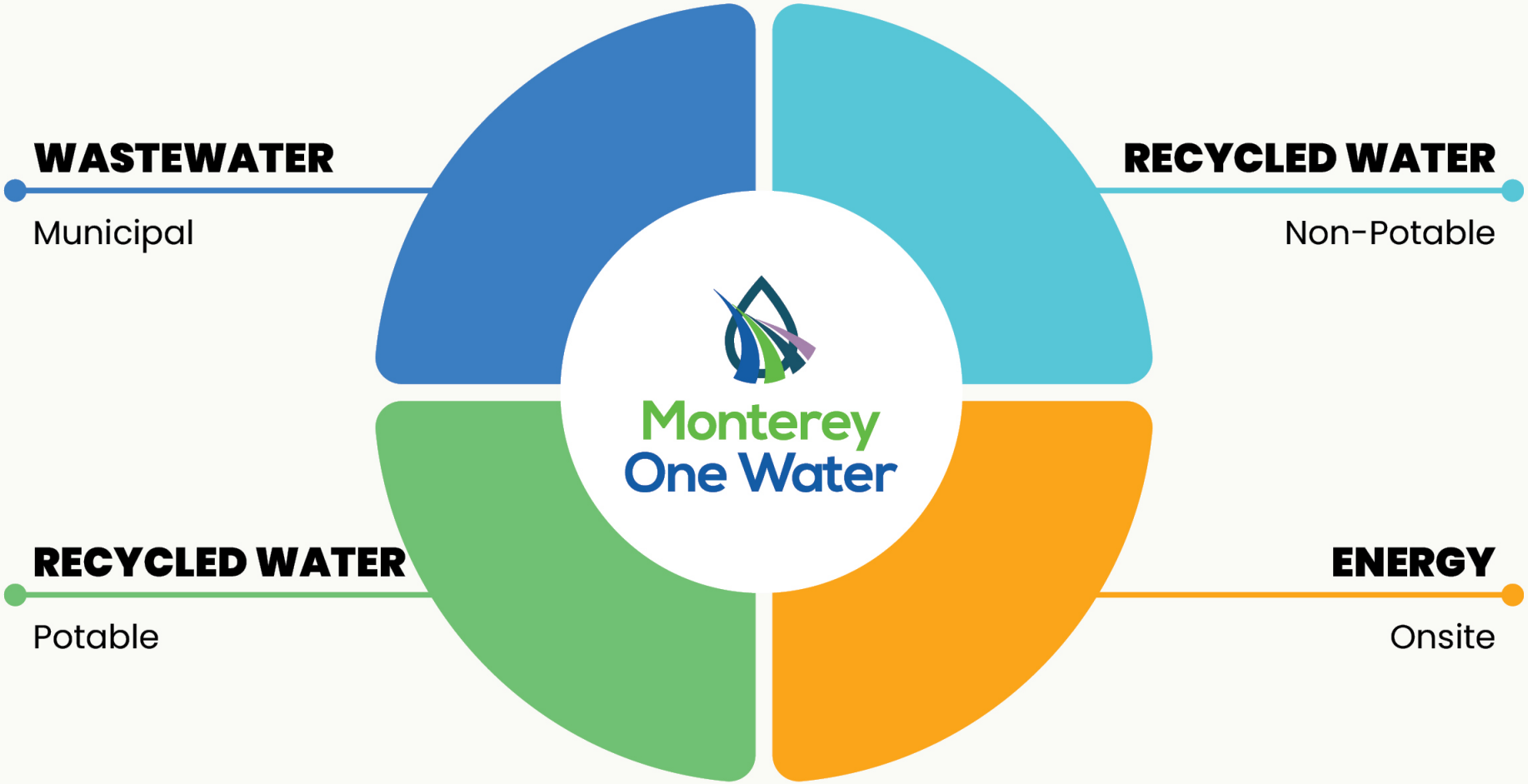
Current Priorities

- Electrical Reliability
- Treatment Master Plan
- Biosolids Management



CUSTOMER GROUPS

Funding “Bank Accounts”



SUPPORTING OUR PRIORITIES

Wastewater Rate Study

FINANCIAL PLAN

Financial analysis and revenue requirements



COST OF SERVICE

Analysis of revenue needed to serve each user group



RATE DESIGN

Monthly rate schedule over set period



WHAT DRIVES RATES?

Reliable Service • Rising Costs (chemicals/power) • Capital Projects

SUPPORTING OUR PRIORITIES

Wastewater Rate Study Recommendation

M1W Proposed Monthly Rates: Residential

Current Rate (per unit)	Projected for FY Ending June 30				
	2027	2028	2029	2030	2031
$54.00	$57.27	$61.86	$66.80	$72.82	$79.37

M1W Proposed FY27: $57.27 | FY27 Member Entity Average: $22.57 | Total: $79.84

PUBLIC RATE SETTING

APRIL

BOARD ACTION

- Accept Rate Study
- Initiate Prop 218 process

MAY

CUSTOMER NOTIFICATION

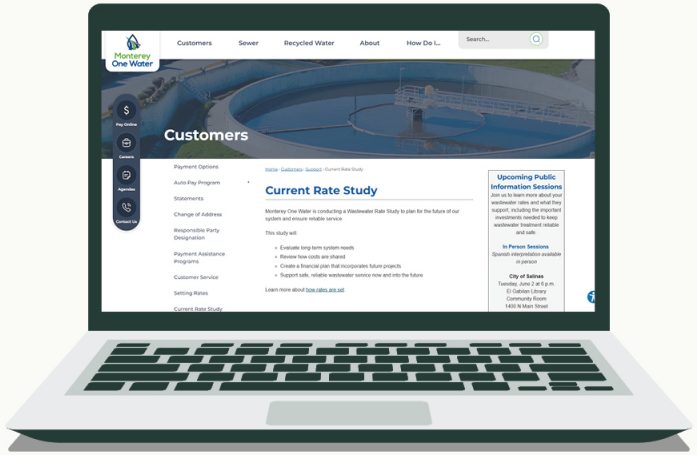
- Mail Prop 218 notice by May 8
  Including right to formally protest or object to proposed rate changes

JUNE

PUBLIC HEARING

- June 29, 2026 at 6:00 pm

COMMUNITY OUTREACH



MontereyOneWater.org/Rates

- Rate Study
- Proposed Rates
- Protest and Objection Details
- FAQs
- Spanish Resources
- Questions? Email **Prop218@my1water.org**

Public Info Sessions

Understanding Your Wastewater Rates

Tuesday, June 2 at 6 p.m.
El Gabilan Library
1400 N Main Street, Salinas

Wednesday, June 3 at 6 p.m.
Community Center at Soper Field
200 Coe Ave, Seaside

Monday, June 8 at 6 p.m.
Marina Library
190 Seaside Circle, Marina

Virtual participation available
Spanish interpretation in person

Monterey One Water
Providing Cooperative Water Solutions

THANK YOU

Paul A. Sciuto
Executive Officer
prop218@my1water.org

Introduced: 4/16/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Resolution

REF260001 (PLN250139-DEP, PLN110117-AMD1, PLN190243, PLN170296) - SOUTH COUNTY AREA PLAN, CARMEL VALLEY MASTER PLAN, CENTRAL SALINAS VALLEY AREA PLAN, AND GREATER SALINAS AREA PLAN AMENDMENTS

Public hearing to consider proposed 2010 General Plan amendments and zoning ordinance amendments to:

1. Amend designation from commercial to residential on four properties located at 68202, 68210, 68226, and 68218 Interlake Road, Lockwood; Amend Sectional District Map 79 and South County Area (SCA) Plan Figure LU9 to rezone and redesignate four parcels (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) from Light Commercial [LC] to Low-Density Residential [LDR/1];

2. Amend designation from low density residential to high density residential on the designated affordable housing site in the September Ranch (One Carmel) subdivision; Amend Sectional District Map 17C and the Carmel Valley Master Plan Figure LU3 to rezone and redesignate a 4.47 acre parcel (APN: 015-171-019-000) from LDR, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S];

3. Special treatment designation to allow outdoor cannabis cultivation at 50700 Thompson Canyon Road, King City in the CSV Area; Amend the text of the Central Salinas Valley Area Plan to add Policy CSV-1.8, which would create a Special Treatment Area over APN: 420-063-014-000 to allow up to 20,000 square feet of outdoor commercial cannabis cultivation and require submittal of compliance testing information; and

4. Special treatment designation to allow commercial uses on property zoned Farmland located at 111 and 115 Monterey-Salinas Highway (former McShane's Nursery and Salinas Tattoo Company); Amend the text of the GSA Plan to add Policy GS-1.15, which would create a Special Treatment Area over APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000 to recognize the historic and ongoing commercial use of the properties.

Project Locations: 1. Lockwood: The properties are located at 68202, 68210, 68226, and 68218 Interlake Road, Bradley (APN 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000), SCA Plan;

2. September Ranch affordable housing: No address assigned (APN: 015-171-019-000), Carmel Valley Master Plan;

3. Outdoor Cannabis Cultivation: 50700 Thompson Canyon Road, King City (Assessor's Parcel Number 420-063-014-000), CSV Area Plan; and

4. Commercial uses on Farmland: 111/115/117 Monterey Salinas Highway (APNs:

207-131-004-000, 207-131-005-000, and 207-121-014-000)

Proposed California Environmental Quality Act ("CEQA") actions: Find the respective projects:

1) [Lockwood properties] consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for Housing and Community Development's Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent Environmental Impact Report (EIR) pursuant to CEQA Guidelines Section 15162;

2) [September Ranch affordable housing] consistent with the Certified Final Revised EIR(SCH No. 19950803033) for the September Ranch Subdivision Project and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162;

3) [Outdoor Cannabis Cultivation] Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and

4) [Commercial uses on Farmland] Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2

RECOMMENDATION

Staff recommends that the Board of Supervisors:

a. Lockwood properties:

1. Adopt a Resolution to 1) find the project consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for HCD Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and 2) Amend the 2010 General Plan to reclassify the land use designation of four 5-acre parcels, as shown in the Lockwood Detail of the South County Area Plan Figure LU9, from Light Commercial to Residential - Low Density 5-1 Acres/Unit; and

2. Adopt an Ordinance amending Sectional District Maps 79 of Title 21 section 21.08.060 to amend the zoning classification of four 5-acre parcels from Light Commercial to Low Density Residential, 1 acre per unit [LDR/1].

b. September Ranch affordable housing:

1. Adopt a Resolution to 1) find the project consistent with the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and 2) Amend the 2010 General Plan to reclassify the land use designation of a 4.47-acre parcel, as shown on Carmel Valley Master Plan Figure LU3, from Residential - Low Density 5-1 Acres/Unit to Residential - High Density 5-20 Acres/Unit; and

2. Adopt an Ordinance amending Sectional District Maps 17C of Title 21 section 21.08.060 to amend the zoning classification of a 4.47 acre parcel from Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S]

c. Outdoor Cannabis Cultivation Special Treatment:

1. Adopt a Resolution to find 1) the project Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and 2) Amend the text of the Central Salinas Valley Area Plan to add Policy CSV-1.8, which would create a Special Treatment Area over APN: 420-063-014-000 to allow up to 20,000 square feet of outdoor commercial cannabis cultivation and require submittal of compliance testing information;

d. Commercial uses on Farmland:
1. Adopt a Resolution to find 1) the project Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2; and 2) Amend the text of the Greater Salinas Area Plan to add Policy GS-1.15, which would create a Special Treatment Area over APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000 to recognize the historic and ongoing commercial use of the properties.

PROJECT INFORMATION
Property Owners:
1. USREY TIMOTHY D & PAULA C AND CAMACHO IGNACIO AND MARTINEZ RAFAEL AND MARTINEZ RAFAEL AMADOR ET AL (PLN250139-DEP);
2. SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) (PLN110173-AMD1);
3. CUMMING JOHN HANSEN & MARIE TRS ET AL (PLN190243);
4. CHAPIN DONALD D & BARBARA A CHAPIN TRS & TANIMURA LAND COMPANY (PLN170296)
APN's/Plan Area: 423-381-006-000, 423-381-007-000, 423-381-008-000, 423-381-009-000 (South County Area Plan), 015-171-019-000 (Carmel Valley Master Plan); 420-063-014-000 (Central Salinas Area Plan); 207-131-004-000, 207-131-005-000, and 207-121-014-000 (Greater Salinas Area Plan)
Planner: Fionna Jensen, Principal Planner, (831) 796-6407, JensenF1@CountyofMonterey.gov

PROJECT SUMMARY
Monterey County Code ("MCC") Chapter 21.91 recommends that General Plan amendments be grouped together in a package for twice-yearly consideration. REF260001 consists of four 2010 General Plan amendment proposals (HCD-Planning File Nos. PLN250139-DEP, PLN110173-AMD1, PLN190243, and PLN170296). The proposals are summarized as follows:
1. PLN250139-DEP proposed to redesignate and rezone four 5-acre parcels in South County Area Plan, near Lockwood, from Light Commercial to Low Density Residential/1 acre per unit.
2. PLN110173-AMD1 proposes to redesignate and rezone a 4.47-acre parcel in Carmel Valley Master Plan, within the September Ranch Subdivision, from Low Density Residential to High Density Residential/5 units per acre.
3. PLN190243 proposed to apply a Special Treatment Area over a 120+ acre Permanent Grazing designated property within the Central Salinas Area Plan to allow up to 20,000 square feet of outdoor cannabis cultivation and require the operator to submit compliance testing information.
4. PLN170296 proposed to apply a Special Treatment Area over two Farmland-designated parcels within the Greater Salinas Area Plan to allow their historical and ongoing commercial uses to continue.

These four proposals are discussed in more detail in **Attachment A** (Discussion).

General Plan Amendment Findings
Pursuant to MCC Section 21.91.050, the decision to approve a General Plan amendment remains in the discretion of the Board of Supervisors in accordance with state law. If the Board of Supervisors, in its discretion, chooses to approve an amendment to the General Plan, the amendment must, at a minimum, satisfy the following criteria in addition to any other relevant considerations:
1. The amendment is not in conflict with the goals, objectives, and policies of the general plan that are

not proposed for amendment; and
2. The applicant demonstrates, based on substantial evidence, one or more of the following:
a. There is a demonstrable error or oversight in the adopted general plan; or
b. There is a clear change of facts or circumstances; or
c. The Amendment better carries out the overall goals and policies of the general plan.

Planning Commission Recommendation
In February 2026, the Planning Commission considered the four proposed General Plan amendments and recommended that the Board of Supervisors approve each of the projects.

PLN250139-DEP proposed to redesignate and rezone four 5-acre parcels in South County Area Plan, near Lockwood, from Light Commercial to Low Density Residential/1 acre per unit. The Planning Commission found that the current land use designation and zoning was in error and supported the proposed project to better align with the land use intentions for the properties. No concerns were raised by the public or the Planning Commission.

PLN110173-AMD1 proposes to redesignate and rezone a 4.47-acre parcel in Carmel Valley Master Plan, within the September Ranch Subdivision, from Low Density Residential to High Density Residential/5 units per acre. The Planning Commission raised no concerns about this proposal, as it is needed to accommodate the required affordable housing development for the September Ranch Subdivision project. No concerns were raised by the public or the Planning Commission.

PLN190243 proposed to apply a Special Treatment Area over a 120+ acre Permanent Grazing designated property within the Central Salinas Area Plan to allow up to 20,000 square feet of outdoor cannabis cultivation and require the operator to submit compliance testing information. The Planning Commission raised concern about the appropriate mechanism to consider Mr. Cumming's request (General Plan Amendment vs. other land use entitlement) and the precedent the proposal may create. The preferred alternative would be to amend the outdoor cannabis cultivation requirements so that cannabis can be cultivated by anyone who meets the established criteria rather than allowing a single property owner to cultivate cannabis outdoors in a special treatment designation. The Planning Commission did recognize that the proposed project could better carry out the overall goals and policies of the general plan by increasing the agricultural viability of a permanently-grazed property. Given the unique circumstances, namely being an unsuccessful Outdoor Cannabis Pilot Program that is set to expire in June 2026, and a property owner who complies with all Pilot Program requirements (except location), the Planning Commission recommended the Board of Supervisors approve the proposal, but with an 8-year term. Staff does not recommend that the Board of Supervisors apply a term limit to the proposed Central Salinas Valley Area Plan Special Treatment Area.

PLN170296 proposed to apply a Special Treatment Area over two Farmland-designated parcels within the Greater Salinas Area Plan to allow their historical and ongoing commercial uses to continue. The Planning Commission found that there was a demonstrable error or oversight in the 2010 General Plan and recommended approval of the project. No concerns were raised by the public or the Planning Commission.

DISCUSSION & ENVIRONMENTAL REVIEW

See **Attachment A.**

OTHER AGENCY INVOLVEMENT

Monterey County Environmental Health Bureau, CalFire, Monterey County Office of County Counsel, Monterey County Agriculture Commissioner's Office. The Office of the County Counsel has approved the ordinances 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:

In support of Goal A, the General Plan Amendments proposed under PLN250139-DEP and PLN110173-AMD1 further the County's resident and workforce housing needs. The General Plan Amendment proposed under PLN170296 would allow the historical and ongoing commercial uses to continue, which supports the County's goal to promote a diverse and thriving economy. The General Plan Amendment proposed under PLN190243 would increase the property's agricultural and economic viability, which also supports the County's goal to promote a diverse and thriving economy.

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

__X_Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities

__X_Diverse and Thriving Economy

Prepared by: Fionna Jensen, Principal Planner, x6407

Approved by: Craig Spencer, HCD Director

The following attachments are on file with HCD:

Attachment A - Discussion

Attachment B - Draft Resolution for PLN250139-DEP

- Attachment 1 - Draft Figure LU9 Amendment

Attachment C - Draft Ordinance for PLN2501039-DEP

- Exhibit 1 - Draft Rezone Map

Attachment D - Draft Resolution for PLN110117-AMD1

- Attachment 1 - Draft Figure LU3 Amendment

Attachment E - Draft Ordinance for PLN110117-AMD1

- Exhibit 1 - Draft Rezone Map

Attachment F - Draft Resolution for PLN190243

- Attachment 1 - Draft CSV Policy

Attachment G - Draft Resolution for PLN170296

- Attachment 1 - Draft GS Policy

Attachment H - PLN250139 Applicant's Justification

- Exhibit 1 - Historical Sectional District (79) Maps
- Exhibit 2 - 2005 and 2006 Parcel Maps

Attachment I - PLN190243 Applicant's Operation Plan
Attachment J - Board of Supervisors Resolution No. 10-312

- Exhibit 1 - September Ranch Subdivision Final Map
- Exhibit 2 - Ordinance No. 5400 and Resolution No. 23-102

Attachment K - PLN170296 Applicant's Justification
Attachment L - Agriculture Commissioner comments on PLN190243
Attachment M - PLN240139 Public Comment

cc: Front Counter Copy; Fionna Jensen, Principal Planner; Sarah Wikle, Principal Planner; Usrey Timothy D & Paula C And Camacho Ignacio And Martinez Rafael And Martinez Rafael Amador Et Al (PLN250139-DEP); September Ranch Partners (Carmel Reserve LLC) (PLC110173-AMD1); Cumming John Hansen & Marie Trs Et Al (PLN190243); Chapin Donald D & Barbara A Chapin Trs & Tanimura Land Company (PLN170296), Property Owners; The Open Monterey Project (Molly Erickson); LandWatch (Director); Christina McGinnis, Keep Big Sur Wild; Laborers International Union of North America (Lozeau Drury LLP); REF260001

Introduced: 4/16/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Resolution

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3) [Outdoor Cannabis Cultivation] Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and

4) [Commercial uses on Farmland] Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2

RECOMMENDATION

Staff recommends that the Board of Supervisors:

a. Lockwood properties:

1. Adopt a Resolution to 1) find the project consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for HCD Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and 2) Amend the 2010 General Plan to reclassify the land use designation of four 5-acre parcels, as shown in the Lockwood Detail of the South County Area Plan Figure LU9, from Light Commercial to Residential - Low Density 5-1 Acres/Unit; and

2. Adopt an Ordinance amending Sectional District Maps 79 of Title 21 section 21.08.060 to amend the zoning classification of four 5-acre parcels from Light Commercial to Low Density Residential, 1 acre per unit [LDR/1].

b. September Ranch affordable housing:

1. Adopt a Resolution to 1) find the project consistent with the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and 2) Amend the 2010 General Plan to reclassify the land use designation of a 4.47-acre parcel, as shown on Carmel Valley Master Plan Figure LU3, from Residential - Low Density 5-1 Acres/Unit to Residential - High Density 5-20 Acres/Unit; and

2. Adopt an Ordinance amending Sectional District Maps 17C of Title 21 section 21.08.060 to amend the zoning classification of a 4.47 acre parcel from Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S]

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1. Adopt a Resolution to find 1) the project Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and 2) Amend the text of the Central Salinas Valley Area Plan to add Policy CSV-1.8, which would create a Special Treatment Area over APN: 420-063-014-000 to allow up to 20,000 square feet of outdoor commercial cannabis cultivation and require submittal of compliance testing information;

d. Commercial uses on Farmland:
1. Adopt a Resolution to find 1) the project Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2; and 2) Amend the text of the Greater Salinas Area Plan to add Policy GS-1.15, which would create a Special Treatment Area over APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000 to recognize the historic and ongoing commercial use of the properties.

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1. USREY TIMOTHY D & PAULA C AND CAMACHO IGNACIO AND MARTINEZ RAFAEL AND MARTINEZ RAFAEL AMADOR ET AL (PLN250139-DEP);
2. SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) (PLN110173-AMD1);
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Planner: Fionna Jensen, Principal Planner, (831) 796-6407, JensenF1@CountyofMonterey.gov

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b. There is a clear change of facts or circumstances; or
c. The Amendment better carries out the overall goals and policies of the general plan.

Planning Commission Recommendation
In February 2026, the Planning Commission considered the four proposed General Plan amendments and recommended that the Board of Supervisors approve each of the projects.

PLN250139-DEP proposed to redesignate and rezone four 5-acre parcels in South County Area Plan, near Lockwood, from Light Commercial to Low Density Residential/1 acre per unit. The Planning Commission found that the current land use designation and zoning was in error and supported the proposed project to better align with the land use intentions for the properties. No concerns were raised by the public or the Planning Commission.

PLN110173-AMD1 proposes to redesignate and rezone a 4.47-acre parcel in Carmel Valley Master Plan, within the September Ranch Subdivision, from Low Density Residential to High Density Residential/5 units per acre. The Planning Commission raised no concerns about this proposal, as it is needed to accommodate the required affordable housing development for the September Ranch Subdivision project. No concerns were raised by the public or the Planning Commission.

PLN190243 proposed to apply a Special Treatment Area over a 120+ acre Permanent Grazing designated property within the Central Salinas Area Plan to allow up to 20,000 square feet of outdoor cannabis cultivation and require the operator to submit compliance testing information. The Planning Commission raised concern about the appropriate mechanism to consider Mr. Cumming's request (General Plan Amendment vs. other land use entitlement) and the precedent the proposal may create. The preferred alternative would be to amend the outdoor cannabis cultivation requirements so that cannabis can be cultivated by anyone who meets the established criteria rather than allowing a single property owner to cultivate cannabis outdoors in a special treatment designation. The Planning Commission did recognize that the proposed project could better carry out the overall goals and policies of the general plan by increasing the agricultural viability of a permanently-grazed property. Given the unique circumstances, namely being an unsuccessful Outdoor Cannabis Pilot Program that is set to expire in June 2026, and a property owner who complies with all Pilot Program requirements (except location), the Planning Commission recommended the Board of Supervisors approve the proposal, but with an 8-year term. Staff does not recommend that the Board of Supervisors apply a term limit to the proposed Central Salinas Valley Area Plan Special Treatment Area.

PLN170296 proposed to apply a Special Treatment Area over two Farmland-designated parcels within the Greater Salinas Area Plan to allow their historical and ongoing commercial uses to continue. The Planning Commission found that there was a demonstrable error or oversight in the 2010 General Plan and recommended approval of the project. No concerns were raised by the public or the Planning Commission.

DISCUSSION & ENVIRONMENTAL REVIEW

See **Attachment A.**

OTHER AGENCY INVOLVEMENT

Monterey County Environmental Health Bureau, CalFire, Monterey County Office of County Counsel, Monterey County Agriculture Commissioner's Office. The Office of the County Counsel has approved the ordinances 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:

In support of Goal A, the General Plan Amendments proposed under PLN250139-DEP and PLN110173-AMD1 further the County's resident and workforce housing needs. The General Plan Amendment proposed under PLN170296 would allow the historical and ongoing commercial uses to continue, which supports the County's goal to promote a diverse and thriving economy. The General Plan Amendment proposed under PLN190243 would increase the property's agricultural and economic viability, which also supports the County's goal to promote a diverse and thriving economy.

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

__X_Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
__X_Diverse and Thriving Economy

Prepared by: Fionna Jensen, Principal Planner, x6407
Approved by: Craig Spencer, HCD Director

The following attachments are on file with HCD:
Attachment A - Discussion
Attachment B - Draft Resolution for PLN250139-DEP
- Attachment 1 - Draft Figure LU9 Amendment

Attachment C - Draft Ordinance for PLN2501039-DEP
- Exhibit 1 - Draft Rezone Map

Attachment D - Draft Resolution for PLN110117-AMD1
- Attachment 1 - Draft Figure LU3 Amendment

Attachment E - Draft Ordinance for PLN110117-AMD1
- Exhibit 1 - Draft Rezone Map

Attachment F - Draft Resolution for PLN190243
- Attachment 1 - Draft CSV Policy

Attachment G - Draft Resolution for PLN170296
- Attachment 1 - Draft GS Policy

Attachment H - PLN250139 Applicant's Justification

- Exhibit 1 - Historical Sectional District (79) Maps
- Exhibit 2 - 2005 and 2006 Parcel Maps

Attachment I - PLN190243 Applicant's Operation Plan
Attachment J - Board of Supervisors Resolution No. 10-312

- Exhibit 1 - September Ranch Subdivision Final Map
- Exhibit 2 - Ordinance No. 5400 and Resolution No. 23-102

Attachment K - PLN170296 Applicant's Justification
Attachment L - Agriculture Commissioner comments on PLN190243
Attachment M - PLN240139 Public Comment

cc: Front Counter Copy; Fionna Jensen, Principal Planner; Sarah Wikle, Principal Planner; Usrey Timothy D & Paula C And Camacho Ignacio And Martinez Rafael And Martinez Rafael Amador Et Al (PLN250139-DEP); September Ranch Partners (Carmel Reserve LLC) (PLC110173-AMD1); Cumming John Hansen & Marie Trs Et Al (PLN190243); Chapin Donald D & Barbara A Chapin Trs & Tanimura Land Company (PLN170296), Property Owners; The Open Monterey Project (Molly Erickson); LandWatch (Director); Christina McGinnis, Keep Big Sur Wild; Laborers International Union of North America (Lozeau Drury LLP); REF260001

Attachment A

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DISCUSSION

1. South County Area Plan

Proposed General Plan Amendment: PLN250139-DEP proposes to amend the South County Area Plan by rezoning and redesignating four parcels (APN: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) from light commercial (LC) to low-density residential (LDR/1). See **Attachment B, Attachments 1** and **Attachment C, Exhibit 1** (Draft Land Use Plan Map Amendment and Draft Rezone Map).

History & Justification: The unincorporated community of Lockwood received its first zoning designation in 1976. The entire area surrounding Lockwood was zoned Rural Districts ("N"), except for one property (APN: 423-041-084-000), which was developed with an existing retail commercial use and was thus zoned Retail Business District ("C-1"). This one commercial property was located on the northwest corner of the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road. The subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) were zoned N. At this time, the N district allowed low-density residential uses, crop and tree farming, livestock farming, limited commercial agricultural uses, accessory uses and structures, and airports. The C-1 district allowed retail stores of a light commercial character, multi-family residential development, and public-quasi public uses. In 1978, the unincorporated area of Lockwood remained primarily zoned N, or was rezoned to Agriculture-Residential ("K"). The single commercially zoned property also remained C-1. However, an approximately 160-acre area surrounding commercially zoned property and the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road was rezoned to the Transitional District (T). According to Section 23.2 of the County's 1974 Zoning Ordinance, the T District is "considered as a holding district until more detailed land use studies can be made and more precise zoning adopted for the area covered by said Transitional District". The subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) continued to be zoned Rural District, and were located immediately south of the T District. **Exhibit 1** of **Attachment H** includes the 1976, 1978, and 1993 Sectional District maps.

The zoning in the unincorporated area of Lockwood remained the same until 1993 (**Exhibit 1** of **Attachment H**). The160-acre Transitional District was rezoned to Light Commercial (LC) and expanded to encompass approximately 155 acres along the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road. The subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) were included in this 155-acre area and accordingly also rezoned from N (Rural) to Light Commercial. To the west and east of this commercial area, properties were rezoned from N or K to Low Density Residential (LDR/1).

In 2005, approximately 40 acres south of the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road were subdivided into four, 5-acre parcels (Parcel 1-4), with one 20-acre remainder parcel (HCD-Planning File NO. PLN030415; Minor Subdivision Resolution No. 05012; **Exhibit 2** of **Attachment H**). The prepared Mitigated Negative Declaration analyzed foreseeable impacts from developing these parcels with residential uses. At that time, the Sectional District Map illustrated the western 20 acres of this parcel as

LDR/1, and the eastern 20 acres of this parcel as LC. Minor Subdivision Resolution No. 05012 correctly recognized that Parcels 1-4 were zoned Low Density Residential, 1 unit per acre (LDR/1), but fails to mention that the 20-acre Remainder Parcel was zoned LC.

In 2006, the 20-acre remainder parcel was subdivided into four, 5-acre parcels (Parcels 5-8) (HCD Planning File No. PLN060078; Planning Commission Resolution No. 06014; **Exhibit 2** of **Attachment H**). This Resolution recognizes the newly created parcels as LDR/1, not LC. Further, the prepared amended Mitigated Negative declaration analyzed foreseeable impacts from developing these parcels with residential uses. Staff's review of the applicable documents indicates that these parcels were zoned Light Commercial at the time of the subdivision. Accordingly, reference to LDR/1 in Planning Commission Resolution No. 06014 appears to be an error.

The zoning in the unincorporated area of Lockwood remained the same with the adoption and implementation of the 2010 General Plan, with minor changes including rezoning an LDR/1 property to Public Quasi-Public to align with the property's development (elementary school). Parcels 1-4 continued to be zoned LDR/1, and Parcels 5-8 continued to be zoned LC. Adoption of the 2010 General Plan also created multiple Rural Centers (Policy LU-2.27). The Lockwood Rural Center contains approximately 345 acres and includes properties zoned Low Density Residential, Rural Grazing, Light Commercial, Medium Density Residential, and Public Quasi-Public. The subject properties are located within the Lockwood Rural Center. The proposed land use designation and zoning change would not impact the Lockwood Rural Center's purpose, boundaries, or intent.

Between 2021 and 2023, Parcels 5-8 were sold to the current owners, who believed they were purchasing residential properties. The Owners of Parcels 5-8 claim these parcels were "recorded as Low Density Residential-1, according to county records, and remained so designated until 2010" (**Attachment H).** This claim is based on the County's GIS, which identifies the properties as being zoned LC and LDR, and Planning Commission Resolution No. 06014's erroneous recognition of the LDR/1 zoning. Further, the properties' Covenants, Conditions, and Restrictions (CC&Rs) describe the primary use of the properties as follows: *"... intends to distribute and/or sell the parcels to separate owners and restrict the property and of the parcels and the remainder Parcel, in accordance with a common plan for the express purpose of enhancing and protecting the* ***residential value*** *of the land ...* ", and *"The parcels shall be used for* ***residential and agricultural purposes only.*** *All other trade, business and commercial uses, incidental or otherwise, whether or not obtrusive, including, without limitation, uses involving the production, storage or sale of goods, non-agricultural products or materials, or rendering of services, are prohibited."* (**Attachment H**). Additionally, the CC&Rs prohibit the use of commercial storage buildings unless they can be screened from public view.

The LC zoning allows for residential uses, provided that the gross square footage of the residential use does not exceed the gross square footage of the commercial use (Title 21 section 21.18.060). Accordingly, to develop Parcels 5-8 with single-family residences, the property owners would also have to construct/operate an equal or greater-sized commercial business. Although the County does not enforce CC&Rs, it is recognized that operations of a business on these properties may conflict with the private restrictions of the CC&Rs. In

addition to this conflict, the Owners of Parcels 5-8 find that it is *"highly unlikely that a single business, not to mention four businesses, would survive, let alone flourish, given the sparse population and remoteness of the location."* (**Attachment H**) The Owners of Parcels 5-8 have expressed a desire to develop these parcels with single-family dwellings, but cannot do so without a change in zoning and land use designation.

Based on the information above, staff believes there is a demonstrable error or oversight in the 2010 General Plan, which was caused by an incorrect recognition of these parcels as LDR in 2005 and 2006. Additionally, staff believes there has been a change in circumstance, being that the development of these parcels with residential uses, rather than commercial, is more viable and supports the County's housing demand.

LUAC

This General Plan Amendment Proposal was referred to the South County Land Use Advisory Committee on January 21, 2026 and February 18, 2026. However, due to a lack of quorum at each meeting, the item was not heard or considered. The item has been referred to the LUAC for their April 15th meeting. During this meeting, the LUAC has questions about the resulting development potential and access to the lots. A member of the public commented on the project, supporting the rezone, and requesting that the Board of Supervisors reconsider the appropriateness of the Lockwood, San Lucas, Pleyto, and San Ardo Rural Centers (**Attachment K**). The LUAC voted 5-0 to support the application as proposed, and noted in the LUAC minutes that they encourage the Board of Supervisors to reconsider rural centers in the South County Area Plan.

CEQA

Staff recommends that the Board of Supervisors consider the adopted Mitigated Negative Declaration, together with the addendum, prepared for HCD-Planning File No. PLN030415; Minor Subdivision Resolution No. 05012 and HCD Planning File No. PLN060078; Planning Commission Resolution No. 06014, and find that adoption of the General Plan amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162.

2. Carmel Valley Master Plan

General Plan Amendment: PLN110173-AMD1 proposes to amend the Carmel Valley Master Plan to redesignate and rezone a 4.47-acre parcel from Low Density Residential to High Density Residential to better facilitate September Ranch's construction of required inclusionary housing. See **Attachment D** and **Attachment E** (Draft Land Use Plan Map Amendment, Draft Ordinance, and Draft Rezone Map).

Background

On November 9, 2010, the Board of Supervisors adopted Resolution No. 10-312 approving a Combined Development Permit for the September Ranch Subdivision Project (**Attachment J**) consisting of: (1) a Vesting Tentative Map (VTM) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed restricted workforce housing lots) for a total of 95 residential lots; (2) a 20.2 acre existing equestrian facility and accessory structures related to that use; (3) 300.5 acres of common

open space; 242.9 acres of public open space for donation/dedication; (4) 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; and (5) 6.9 acres of open space reserved for future public facilities.

On December 8, 2020, the Board of Supervisors approved the Final Map (Vol. 24 Cities & Towns page 70, **Exhibit 1** of **Attachment J**) for Phase 1 of the September Ranch Subdivision, which included dividing 540-acres of the total 891 acres into 40 parcels consisting of 33 lots to be developed with market-rate homes, a parcel for inclusionary housing (Parcel F), the equestrian parcel (Parcel E), public use parcel (Parcel B), open space parcels (Parcel A & D), park parcel (Parcel C), and a parcel for Future Phase 2, which may be used for a portion of the inclusionary housing and the remaining 50 market rate residential parcels (Parcel G).

On March 21, 2023, the Board of Supervisors adopted Ordinance No. 5400 and Resolution No. 23-102 (**Exhibit 2** of **Attachment J**) to rezone and reclassify certain parcels and lots to reflect their intended uses, and as required by Condition of Approval Numbers 30 and 37 of Resolution No.10-312 for the September Ranch Subdivision Project. Pursuant to Condition of Approval 30, Parcels A, B, C, and D were rezoned to Open Space, Design Control zoning overlay, and Site Plan Review zoning overlay. Pursuant to Condition No. 37, Lots 22 through 33 were rezoned to Rural Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay, and Lots 1-22, 39, 40, and 73 were rezoned and reclassified to Low Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay. However, Parcel F (APN:015-171-019-000), was not considered in Ordinance No. 5400 and Resolution No. 23-102, as the developer had yet to decide if the required inclusionary housing would be constructed on Parcel F and Parcel G, or just Parcel F, and this decision would affect the land use density of Parcel F.

The subject property, Parcel F, was intended for inclusionary housing. However, the current zoning and land use designation, Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay, only supports the construction of 1 unit, which conflicts with the September Ranch Subdivision Project's requirement of 22 inclusionary housing units. To facilitate the construction of these inclusionary housing units and comply with Condition of Approval Number 37 of Board of Supervisors Resolution No.10-312, Parcel F needs to be rezoned and redesignated. Specifically, this project amends Carmel Valley Master Plan Figure LU3 to redesignate a 4.47-acre parcel (Parcel F of the subdivision) from Low Density Residential 1-5 acres/unit to High Density Residential 5-20 units/acre (**Exhibit 1** of **Attachment D**); and amends Sectional District Maps 17C of Title 21 section 21.08.060 to amend the zoning classification of a 4.47 acre parcel from Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S] (**Exhibit 1** of **Attachment E**)

At 5 dwelling units per acre, the proposed zoning and land use designation would allow for the construction of 22 inclusionary housing units, which aligns with the inclusionary housing requirements of the September Ranch Subdivision. The proposed density can be supported

because it conforms with Carmel Valley Master Plan Land Use Policy CV-1.8, which encourages clustered development. County staff is separately processing the required Design Approval to allow 22 inclusionary housing units. This Design Approval application is currently incomplete and will be scheduled for the Carmel Valley Land Use Advisory Committee for recommendation to the Planning Commission's consideration on February 17, 2026. The design also depends on the Planning Commission's recommendation to the Board of Supervisors on the parcel's rezone and redesignation.

CEQA

Staff recommends that the Board of Supervisors find the project consistent with the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project, and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162.

3. Central Salinas Valley Area Plan

Proposed General Plan Amendment: PLN190243 proposes to amend the Central Salinas Valley Area Plan to create a Special Treatment Area over APN: 420-063-014-000 to allow outdoor commercial cannabis cultivation. Specifically, it would add CSV Policy 1.8: "*The Cumming's Ranch shall be designated as a "special treatment area" to allow up to 20,000 square feet of outdoor cannabis cultivation, provided the operator obtains a commercial cannabis business permit pursuant to Chapter 7.90 of the Monterey County Code, and the operation complies with the requirements of the Outdoor Cannabis Cultivation Pilot Program pursuant to Chapter 21.29 of the Monterey County Code, except for location. The operator agrees to inform nearby off-site agricultural operations of the on-site cannabis operations and implement best management practices to prevent incompatibility issues. Upon request by the County, the operator agrees to provide testing and compliance information to help better inform appropriate setbacks between on-site cannabis operations and off-site agricultural operations.*"

Background/Justification:

On June 18, 2019, the Board of Supervisors adopted Chapters 20.69 and 21.69 of the Monterey County Code (coastal and inland) and created a pilot program (Program) for limited outdoor commercial cannabis cultivation in the Big Sur, Carmel Valley, and Cachagua plan areas. The Program was limited to certain zoning districts and qualified operations that were previously operated. In the fall of 2020, in response to requests from the Cannabis Committee and HCD, the Board of Supervisors directed staff to prepare ordinances updating the Program to remove some of the barriers to Program entry. Based on direction from the Board of Supervisors and the Cannabis Committee, HCD staff prepared draft ordinances amending Titles 20 and 21 of the Monterey County Code (coastal and non-coastal zoning ordinances). In addition to making energy requirement and setback revisions and extending the Program's expiration, staff recommended that the Central Salinas Valley Area Plan be added to the Outdoor Cannabis Cultivation Pilot Program. However, the Agriculture Advisory Committee considered the draft ordinance and recommended removal of the Central Salinas Valley Area Plan, citing concerns with crop incompatibility (off-site pesticides use potentially rendering the cannabis crop a loss, and cannabis odors impacting other crop cultivation, including vineyards), an unknown number and location of permittees

in the Area Plan, water availability, and potential impacts on cattle grazing.

In April 2021, the Planning Commission considered the draft ordinance. During the Planning Commission's hearing, members of the Commission raised questions about whether the AAC's concerns were substantiated, concerns regarding excluding the limited public members of the Central Salinas Valley Area Plan who cultivate cannabis and wish to legalize their operation, and reiterated that the purpose of a pilot program is to attempt to address concerns and questions, which will then better inform an ultimate ordinance. The Agricultural Commissioner was present at the hearing. Without additional research, the Agricultural Commissioner conservatively stated during this hearing that a 2-mile buffer between cannabis cultivation and off-site agricultural operations would be needed to ensure that cannabis crops would not be rendered a loss and impacted by off-site pesticide use, or vice versa. Cannabis is particularly sensitive because no pesticides are federally registered for use on cannabis, and in California, there is strict testing for pesticide residues on cannabis; with limited exceptions, any finding of pesticide residue on cannabis would render the cannabis contaminated and invalid for sale. After public testimony and given the July 1, 2021 deadline to find the Ordinance Statutorily Exempt from CEQA, the Planning Commission recommended the adoption of the draft Ordinance, without the Central Salinas Valley Area Plan. The amended draft ordinance was then adopted by the Board of Supervisors on May 18, 2021.

Even with the time extension and these improvements to the Title 20 and 21 code requirements (valid through June 2026), there has yet to be a permit issued for outdoor cannabis cultivation in the County. One rancher (Mr. John Cumming) in unincorporated County has consistently requested the ability to have an outdoor cannabis grow site. This applicant owns a large ranch in the Central Salinas Valley Planning Area, and the land is zoned Permanent Grazing. Since Mr. Cumming's property is located within the Central Salinas Valley Area Plan, outdoor cannabis cultivation is not permitted on the property under the Outdoor Cannabis Cultivation Pilot Program. Accordingly, there are no existing regulations that would allow Mr. Cumming to establish an outdoor cannabis cultivation site. Since 2019, Mr. Cummings has attempted to be included in the Outdoor Cannabis Cultivation Pilot Program. He now seeks the adoption of a Special Treatment Area to allow him to cultivate approximately 20,000 square feet of cannabis.

A "Special Treatment Area" (STA) is intended to be used in conjunction with the underlying land use designation. Its purpose is to facilitate a comprehensive planned approach for specifically designated properties (or a single property) where a mix of uses is permitted and/or where there are unique natural and scenic resources or significant recreational/visitor-serving opportunities. In this case, the STA would essentially recognize the uniqueness of the property and the unchanged circumstances of the Outdoor Cannabis Cultivation Pilot Program, and would allow the Owner to cultivate cannabis, subject to meeting the requirements of Title 7, obtaining necessary licenses/permits from the County of Monterey Cannabis Program, and submitting annual reports to the County of Monterey demonstrating compliance with the applicable local requirements and the State's compliance testing requirements.

Should the STA be adopted, the cannabis proposal would involve 378 plants with a total canopy area of 18,522 square feet in the heart of a private 120+ acre ranch located at 50700 Thompson Canyon Road, King City (Assessor's Parcel Number 420-063-014-000). The Outdoor Cannabis Cultivation Pilot Program's (Chapter 21.69) requirements were used as guidelines to better determine whether Mr. Cumming's outdoor cannabis proposal is appropriate. Although not required, the Applicant's operation plan (**Attachment I**) demonstrates that the cultivation proposal would comply with requirements of the outdoor cannabis cultivation regulations, with the exception of location in the Central Salinas Valley area:

- Cannabis activities would be limited to outdoor cultivation (Title 21 section 21.69.060.A);
- The Applicant/Owner would obtain necessary permits and licenses, and has offered to pay a "fair canopy tax" (Title 21 section 21.69.060.B);
- Cannabis activities would comply with all required setbacks from schools, watercourses, public roads, and offsite structures (Title 21 section 21.69.060.C), and no setback exceptions are required (Title 21 section 21.69.060.D). The nearest residence (not owned by Mr. Cumming) is 1.7 miles northeast. This neighbor has commented on the proposal and raised no concerns about the cultivation operation.
- The Applicant/Owner cultivated cannabis onsite from 2014 to 2020;
- The Applicant/Owner has demonstrated the right to use the private road (Title 21 section 21.69.060.F;
- Cannabis cultivation would not take place on federal or state lands, or on lots where the only access is through federal land (Title 21 section 21.69.060.G)
- Cannabis cultivation would not take place within an existing single family or multi-family dwelling (Title 21 section 21.69.060.H);
- Due to property size and topography, the outdoor cultivation would not be visible from offsite (Title 21 section 21.69.060.I);
- The cannabis cultivation would not exceed 20,000 square feet of canopy and would not exceed 2.5% of the lot size (Title 21 section 21.69.060.J);
- Adequate on-site security measures to restrict access to only those intended and to deter trespass and theft of cannabis or cannabis products already exist on-site (Title 21 section 21.69.060.K);
- Cannabis cultivation would occur without use of conventional herbicides, fungicides, and insecticides (Title 21 section 21.69.060.L). There would be no pesticide drift impacting nearby agricultural operations due to the size of the subject parcel and its location within the owner's larger ranch;
- No lighting would be required (Title 21 section 21.69.060.M);
- Adequate on-site water suppression storage tanks (approx. 83,200 gallons) exist, and CalFire has access to existing gates (Title 21 section 21.69.060.N);
- An existing on-site spring produces approximately 1,620 gallons per day, which would exceed the water demand of the cannabis cultivation (ranging between 151 gallons and 302 gallons per day). Efficient micro-sprinklers would be used (Title 21 section 21.69.060.O);
- An Operations Plan was created and reviewed by County staff that discusses all required subsections and demonstrates no power source or generator would be

needed, with appropriate hazardous waste, non-hazardous waste, stormwater control, and project water management (Title 21 section 21.69.060.Q); and
- No wastewater facilities would be required by the Environmental Health Bureau (Title 21 section 21.69.060.P).

In addition to meeting the above guidelines, the STA would require that, upon request from the County, Mr. Cummings submit testing and compliance reports to HCD-Planning. This testing and compliance information would be helpful for staff to better determine and understand whether a two-mile buffer is adequate to avoid or minimize crop incompatibility concerns, including pesticide drift and odors. Further, obtaining this information may support revisions to the Program or other future regulations regarding outdoor cannabis cultivation, should staff be directed to revise or prepare such regulations.

In summary, one of the primary reasons the Central Salinas Valley Area Plan was removed from inclusion in the Program was due to the concerns raised by the Agriculture Advisory Committee and Agricultural Commissioner (main concern being pesticide drift and the recommendation of a 2-mile setback from off-site agricultural operations), and the limited time to take advantage of a CEQA Statutory Exemption. No additional research has been conducted by staff at this time to better evaluate adequate setbacks between cannabis and off-site commercial agricultural operations. The Program is set to expire this summer, and no modification or extensions to the Program are proposed at this time. No cultivators within the Big Sur, Carmel Valley, or Cachagua Area Plans have demonstrated their ability to meet the Program's requirements. Mr. Cumming's has attempted for years to demonstrate his compatibility with the Program's requirements (besides location). Mr. Cumming owns the surrounding 1,400 acres and thus believes that his cultivation will not impact any nearby grazing, vineyard, or crop cultivation due to distance.

The Agriculture Commission has reviewed the proposal and concurs that the proposal cultivation site is unlikely to impact or be impacted by off-site agricultural operations. In reviewing the subject site and surrounding registered agricultural operations, the Agriculture Commissioners' Office found the nearest row crop operation to the northwest is approximately two miles away, and a vineyard operation is approximately three miles away to the east of the subject site. In a letter regarding this project from the Agriculture Commissioners' Office states, "*It is the opinion of this office that the location of the proposed cannabis grow is relatively isolated, due to topography and distance from conventional farming operations, reducing the potential risk of pesticide drift*" (**Attachment L**). Further, the changes in topography and elevation of the property will eliminate any odors from impacting nearby residences or other agricultural operations. The nearest neighbor is 1.7 miles northeast and is in support of the cannabis operation. The Agricultural Commissioner raised no concerns about this application but did note that agricultural operations in the area may change in the future, and additional protective measures should be considered at that time by both the cannabis operator and neighboring agricultural operations to prevent incompatibility issues. Accordingly, the proposed STA Policy includes "*The operator agrees to inform nearby off-site agricultural operations of the on-site cannabis operations and implement best management practices to prevent incompatibility issues.*" Finally, as proposed, the STA requires that state-required compliance testing results be provided to the

County to confirm that crop incompatibility is not occurring. This information may support future County endeavors to re-evaluate the Outdoor Cannabis Cultivation Program.

In February 2026, the Planning Commission raised concern about the appropriate mechanism to consider Mr. Cumming's request (General Plan Amendment vs. other land use entitlement) and the precedent the proposal may create. The Planning Commission did recognize that the proposed project could better carry out the overall goals and policies of the General Plan by increasing the agricultural viability of a permanently-grazed property. However, the Planning Commission also recognized that the introduction of cannabis cultivation has the potential to impact the viability of other off-site agricultural operations. Therefore, the Planning Commission collectively agreed that creation of the STA would provide data to the County to better determine whether a two-mile buffer is appropriate and whether the Central Salinas Valley Area Plan should be included in the Pilot Program, which is set to expire in June 2026. Allowing this property to cultivate cannabis may provide data needed to determinate whether other similarly situated properties with the County can increase their agricultural viability through cannabis cultivation. The Planning Commission recommended the Board of Supervisors approve the proposal, but with an 8-year term.

Adding term limits to General Plan policies usually doesn't make sense because of how General Plans are designed to function. A General Plan is a long-term policy framework that guides land use, housing, transportation, conservation, safety, and other topics. Accordingly, General Plan policies are typically effective for the lifespan of the General Plan. Adding an 8-year term limit to a Special Treatment Area could result in the policy no longer being applicable if the 2010 General Plan is not updated before then. Further, the term limit could not be extended without an additional General Plan Amendment. Therefore, staff does not recommend that the Board of Supervisors apply a term limit to the proposed Central Salinas Valley Area Plan Special Treatment Area.

Agriculture Advisory Committee

In addition to obtaining the Agricultural Commissioner's comments, the project was heard by the Agriculture Advisory Committee on February 26, 2026. At this meeting, the AAC voted to support staff's recommendation to the Board of Supervisors to allow this amendment to the Central Salinas Valley Area Plan.

CEQA

Staff recommends the Board of Supervisors find that adoption of the General Plan amendment is Categorically Exempt pursuant to CEQA Guidelines section 15304, as the site has already been utilized for cannabis cultivation between 2014 and 2020, the use would not remove healthy, mature, scenic trees, and none of the exceptions of Section 15300.2 apply.

4. Greater Salinas Area Plan

Proposed General Plan Amendment: PLN170296 proposes to amend the Greater Salinas Area Plan by creating a special treatment area over the Chapin (APNs: 207-131-004-000 and 207-131-005-000) and Tanimura (APN: 207-121-014-000) properties to recognize their historic and ongoing commercial operations, despite the agricultural land use designations. Specifically, the proposal seeks to add Greater Salinas Area Plan Policy GS-1.15: "*Special Treatment Area: Chapin and Tanimura- The Chapin and Tanimura properties located at*

111/115/117 Monterey Salinas Highway shall be designated a Special Treatment Area. The Special Treatment Area recognizes the historic and ongoing commercial use of the properties despite the agricultural land use designations. On APNs: 207-131-004-000 and 207-131-005-000, the historical existing retail and commercial uses include:1) the sale of aggregate materials, landscaping, and associated products, 2) rental of agricultural support equipment, 3) hosting of seasonal/promotional events, 4) storage of vehicles, 5) a small concrete batch plant, 5) sale of limited food and drink within the existing market building, and 6) on-site landscaping and other site improvements, and these uses shall be allowed but shall not be expanded to occupy a greater area than the existing use. On APN: 207-121-014-000, the tattoo parlor shall be allowed within the existing structure but shall not be expanded. This Special Treatment Area allows all uses of a similar intensity, density, and character as those listed in this Policy, subject to the granting of a Use Permit."

Background/Justification

The subject property is located at 115/117 Monterey Salinas Highway (APNs: 207-131-004-000 and 207-131-005-000). This site has always been designated and zoned Farmland, yet has been occupied by commercial uses since before 1984. The first recorded permit on this site in 1984 was for the expansion of an existing retail nursery and an accessory landscape materials business (Permit No. 3402). Subsequent permits in 1995, 2005, and 2006 recognized minor modifications, including expansions of the business and construction of a 35-foot-tall ornamental windmill structure, a 3,024 sq ft greenhouse, a 200 sq ft concrete batch plant, a new parking lot, and signage. In 2012, a General Development Plan was approved under PLN060138 to clear a code enforcement case, recognize the non-conforming uses on the site, allow a produce stand in an existing unoccupied building, and authorize a lighting plan and a sign program, in addition to the existing nursery and ornamental landscape business. This permit also included a list of industry-related seasonal events that occur on the property. On-site commercial retail uses other than nursery-related operations were not permitted as part of this entitlement.

In 2017, the property owner submitted PLN170296, which originally proposed to amend a General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) that were previously approved for the property located at 115/117 Monterey Salinas Highway (APNs: 207-131-004-000 and 207-131-005-000). The original application requested to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings. Chapter 21.67 of the County Code does not allow for cannabis retail sales in the Farmland Zoning District. The subject property is designated and zoned Farmland. Therefore, on August 12, 2020, the Planning Commission denied this application due to inconsistencies with the Zoning Ordinance.

On October 20, 2020, the Board of Supervisors considered an appeal of the Planning Commission's denial of (PLN170296/Cabrera/The Chapin Living Trust). At this hearing, the Board continued the hearing and directed staff to discuss options with the applicant. At the July 21, 2021 hearing, staff presented the Board with options to address the proposed project's inconsistency with zoning. Options included:

1. Amending the 2010 General Plan and zoning to establish a Special Treatment Area

(STA) to the subject property or multiple properties in this vicinity that have been developed with commercial-type uses; or
2. Amending the cannabis regulations (Chapter 21.67 of the Monterey County Code) to allow retail cannabis in the Farmland zone.

At the hearing, members of the Board expressed concerns about applying an STA to one property rather than multiple properties, but also recognized the related processing delays that would occur. Therefore, after public testimony and deliberation, the Board of Supervisors remanded the item back to the Planning Commission and directed staff to proceed with processing a Special Treatment Area over the subject property.

Since the 2021 Board hearing, the property owner (Chapin) has decided to remove commercial cannabis retail from their proposal and thus is only seeking a STA that recognizes the historic and ongoing commercial use of the properties despite the agricultural land use designations (**Attachment K**). Therefore, the proposed STA Policy language specifies that the properties historical existing retail and commercial uses (sale of aggregate materials, landscaping, and associated products; rental of agricultural support equipment; hosting of seasonal/promotional events; storage of vehicles; a small concrete batch plant; sale of limited food and drink within the existing market building; and on-site landscaping and other site improvements) are allowed but may not be expanded to occupy a greater area than the existing use. This STA would allow uses of a similar intensity, density, and character, subject to the granting of a Use Permit. Although the subject property has obtained prior permits that recognized the non-conforming landscape retail business and other on-site activities (events and produce stand), the proposed STA better encompasses all historical and current commercial uses and provides a path for changes in use. If the STA were to be approved, the non-conforming uses would no longer be considered non-conforming but rather allowed uses.

From a planning perspective, applying a STA to the multiple properties in the area that have existing commercial uses would make sense, as it would recognize the legal nature of these uses without allowing for further expansion, and would serve to "clean up" the multiple existing legal non-conforming uses. Adjacent to the Chapin property, is farmland-zoned property (111 Monterey Salinas Highway) that is primarily used for agricultural purposes, but also has a small tattoo parlor on the southwest corner of the property that has existed since the 1980s/1990s. Therefore, staff also contacted the adjacent property owner (Tanimura Land Company) to gauge their interest in being included in the STA proposal. Tanimura Land Company was interested, and therefore, the STA proposes to allow the tattoo parlor within the existing structure, but specifies that it cannot be expanded. The STA would allow uses of a similar intensity, density, and character, subject to the granting of a Use Permit. If the STA were to be approved, the non-conforming use (tattoo parlor) would no longer be considered non-conforming but rather an allowed use.

When the 2010 General Plan was adopted, these properties continued to be designated and zoned Farmland despite the historical commercial uses that continue to exist today. Therefore, staff believes there is a demonstrable error or oversight in the adopted General Plan, and recommends that the Greater Salinas Area Plan be amended to apply a STA over

these properties.

CEQA

Staff recommended that the Board of Supervisors find that adoption of the General Plan amendment is Categorically Exempt pursuant to CEQA Guidelines section 15301, as the STA only recognizes the existing legal non-conforming commercial uses and limits future expansion, and none of the exceptions of Section 15300.2 apply.

Attachment B

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Attachment B
DRAFT RESOLUTION

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

In the matter of the application of:
USREY TIMOTHY D & PAULA C AND CAMACHO IGNACIO AND MARTINEZ RAFAEL AND MARTINEZ RAFAEL AMADOR ET AL. (PLN250139-DEP)
RESOLUTION NO. 26-____
Resolution of the County of Monterey Board of Supervisors:

1) Finding that the project is consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for HCD Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and
2) Amending the 2010 General Plan to reclassify the land use designation of four 5-acre parcels, as shown in the Lockwood Detail of the South County Area Plan Figure LU9, from Light Commercial to Residential – Low Density 5-1 Acres/Unit, as attached hereto as Attachment 1.

The USREY TIMOTHY D & PAULA C AND CAMACHO IGNACIO AND MARTINEZ RAFAEL AND MARTINEZ RAFAEL AMADOR ET AL. (PLN250139-DEP) application came before the County of Monterey Board of Supervisors on April 28, 2026, at a public hearing. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors does hereby with reference to the following facts and findings:

RECITALS

1. In 1976, the subject properties were designated and zoned Rural Districts, which allowed low-density residential uses, crop and tree farming, livestock farming, limited commercial agricultural uses, accessory uses and structures, and airports.

2. In 1978, an approximately 40-acre area surrounding the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road was re-designated and rezoned to the Transitional District (T). At this time, the land surrounding this T District was zoned Rual District or

Agriculture-Residential. The subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) continued to be zoned Rural District at this time, and were immediately south of the area zoned T District.

3. In 1993, the prior 40-acre Transitional District was rezoned to Light Commercial (LC) and expanded to encompass approximately 155 acres along the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road. The subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) were included in this 155-acre area and accordingly also rezoned from Rural District to Light Commercial.

4. In 2005, a 40-acre property south of the intersection of Jolon Road and Interlake Road/Lockwood-Jolon Road was subdivided into four, 5-acre parcels (Parcel 1-4), with one 20-acre remainder parcel (HCD-Planning File NO. PLN030415; Minor Subdivision Resolution No. 05012). The prepared Mitigated Negative Declaration analyzed foreseeable impacts from developing these parcels with residential uses. At that time, the Sectional District Map illustrated the western 20 acres of this parcel as LDR/1, and the eastern 20 acres of this parcel as LC. Minor Subdivision Resolution No. 05012 correctly recognized that Parcels 1-4 were zoned Low Density Residential, 1 unit per acre (LDR/1), but fails to mention that the 20-acre Remainder Parcel was zoned LC.

5. In 2006, the 20-acre remainder parcel was subdivided into four, 5-acre parcels (Parcels 5-8) (HCD Planning File NO. PLN060078; Planning Commission Resolution No. 06014; Attachment 2 of Exhibit B). This Resolution recognizes the newly created parcels as LDR/1, not LC. Further, the prepared amended Mitigated Negative declaration analyzed foreseeable impacts from developing these parcels with residential uses. Staff's review of the applicable documents indicates that these parcels were zoned Light Commercial at the time of the subdivision. Accordingly, reference to LDR/1 in Planning Commission Resolution No. 06014 appears to be an error.

6. The zoning in the unincorporated area of Lockwood primarily remained the same with the adoption and implementation of the 2010 General Plan, with minor changes. Parcels 1-4 continued to be designated and zoned LDR/1, and Parcels 5-8 continued to be designated and zoned LC. The subject properties are shown as designated Light Commercial in the "Lockwood Detail" of South County Area Plan Figure LU9.

7. In addition to the Resolution No. 06014's error, the properties' Covenants, Conditions, and Restrictions (CC&Rs) describe the primary use of the properties as follows: *"... intends to distribute and/or sell the parcels to separate owners and restrict the property and of the parcels and the remainder Parcel, in accordance with a common plan for the express purpose of enhancing and protecting the residential value of the land ...* ", and *"The parcels shall be used for residential and agricultural purposes only. All other trade, business and commercial uses, incidental or otherwise, whether or not obtrusive, including, without limitation, uses involving the production, storage or sale of goods, non-agricultural products or materials, or rendering of services, are prohibited."* Additionally, the CC&Rs prohibit the use of commercial storage buildings unless they can be screened from public view.

8. In this case, there is a demonstrable error or oversight in the 2010 General Plan, which was caused by an incorrect recognition of these parcels as LDR in 2005 and 2006, and uncertainty regarding the intended location for commercial zoning in Lockwood. Additionally, there has been a change in circumstance, being that the development of these parcels with residential uses, rather than commercial, is more viable and supports the County's housing demand. In order to allow residential development on these parcels, the Board of Supervisors approves modifying Figure LU9 of the South County Area Plan, specifically the Lockwood Detail, to redesignate the four 5-acre parcels to *Residential - Low Density 1-5,* and rezoning these parcels to *Low Density Residential, 1 unit per acre* ("LDR/1").

9. On February 25, 2026, in accordance with Government Code sections 65358 and 65854 – 65857, as well as Monterey County Code Chapter 21.91, the Planning Commission held a duly noticed hearing and recommended that the Board of Supervisors adopt:
    a. A resolution to redesignate APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000 to Residential - Low Density 1-5 acres/unit; and
    b. An ordinance to rezone APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000 to Low Density Residential/1.

10. The Board of Supervisors has considered the adopted Mitigated Negative Declaration, together with the addendum, prepared for HCD-Planning File No. PLN030415; Minor Subdivision Resolution No. 05012 and HCD Planning File No. PLN060078; Planning Commission Resolution No. 06014, and finds adoption of the General Plan amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162.

11. At least 10 days before the public hearing before the Board of Supervisors, notices of the hearing were published in the Monterey County Weekly, provided to all those who requested notice, and were also posted on and near the project site.

DECISION

Based on the above recitals, the written and documentary evidence, the staff reports, oral testimony, and the administrative record as a whole, the Board of Supervisors does hereby:

1) Find that the project is consistent with the adopted Mitigated Negative Declaration, together with an Addendum prepared for HCD Planning File No. PLN060078, and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and
2) Amend the 2010 General Plan to reclassify the land use designation of four 5-acre parcels, as shown in the Lockwood Detail of the South County Area Plan Figure LU9, from Light Commercial to Residential – Low Density 5-1 Acres/Unit, as attached hereto as Attachment 1.

PASSED AND ADOPTED this 28th day of April, 2026 upon motion of Supervisor _____, seconded by Supervisor _____, and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on April 28, 2026.

Date:
File Number:

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

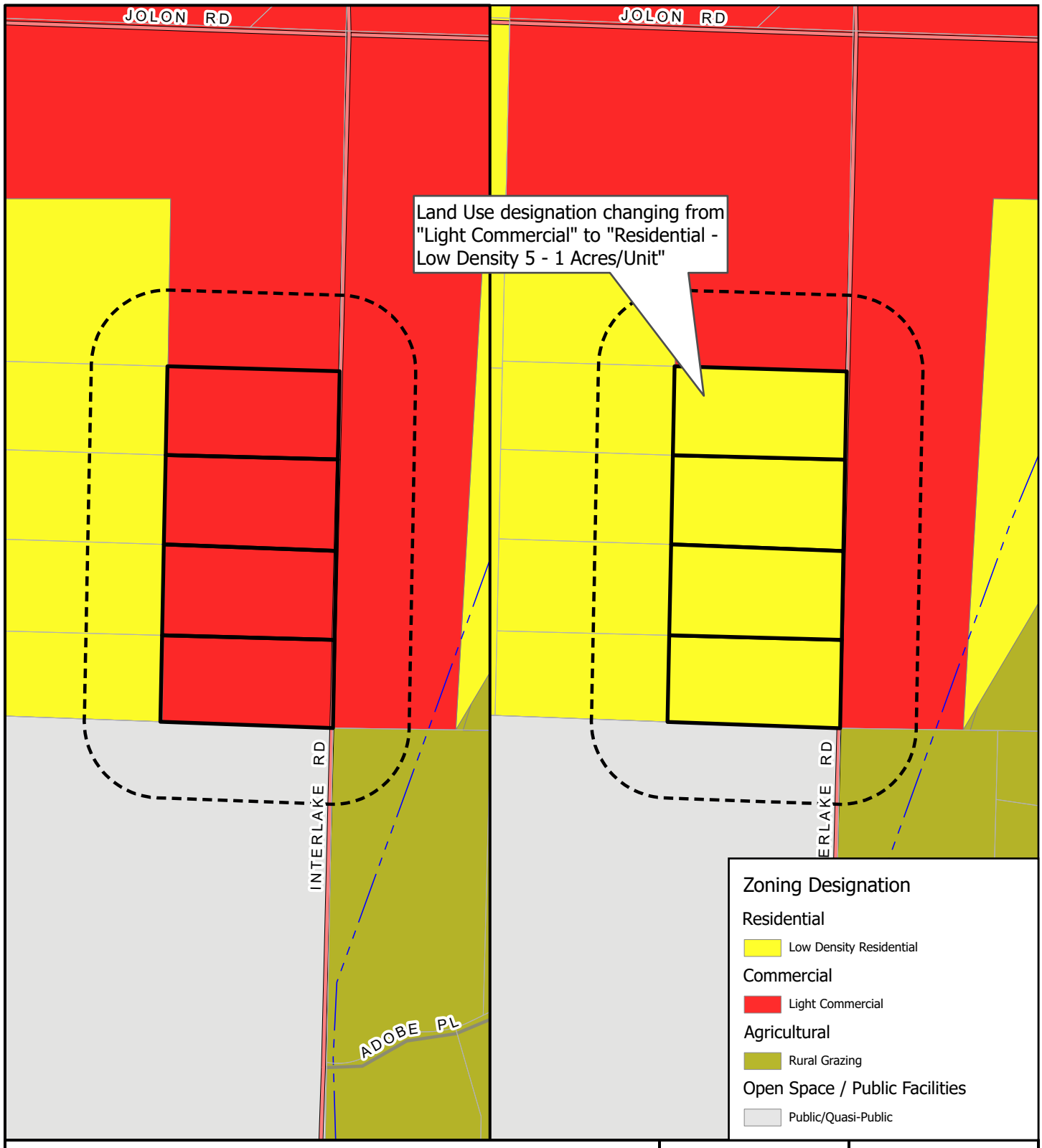
By_____
Deputy

COPY OF THIS DECISION MAILED TO APPLICANT ON _____

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 _____

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

2010 GENERAL PLAN AMENDMENT (SOUTH COUNTY AREA PLAN)



APPLICANT: Usrey, Camacho and Martinez

APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, 423-381-009-000 **FILE #** PLN250139

Project Site 300 FT Buffer

N

0 200

Feet

PLANNER: MARY ISRAEL

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Attachment C

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONAL DISTRICT MAP 79 OF SECTION 21.08.060 OF THE MONTEREY COUNTY CODE TO AMEND THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES IN THE COUNTY OF MONTEREY

County Counsel Summary

This ordinance amends Section 79 of the Sectional District Maps of Section 21.08.060 of Title 21 (Sectional District Maps) of the Monterey County Code to amend the zoning classification of four 5-acre parcels from Light Commercial [LC] to Low Density Residential, 1 unit per acre [LDR/1]. These properties are located at 68202, 68210, 68226, and 68218 Interlake Road, Bradley (Assessor's Parcel Numbers 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000), South County Area Plan. This change is to correct an error in the 2010 General Plan and to allow for residential uses.

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

SECTION 1. Findings and declarations.

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

B. The purpose of this ordinance is to change the zoning of four properties within the Lockwood Area Plan to allow for residential uses. To effectuate this change, Section 79 (near Lockwood) of the Sectional District Maps of Section 21.08.60 needs to be amended to reclassify four 5-acre parcels from Light Commercial [LC] to Low Density Residential, 1 unit per acre [LDR/1].

C. In 1976, the subject properties (APNs: 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000) were zoned Rural Districts, which allowed for low-density residential uses and limited commercial agricultural uses. In 1993, the subject properties were rezoned to Light Commercial. In 2006, the 20-acre remainder parcel was subdivided into four 5-acre parcels ("Subject Properties") (Planning Commission Resolution No. 06014). Although Section 79 of the Sectional District maps in effect at that time illustrate the Subject Properties as being zoned Light Commercial, Planning Commission Resolution No. 06014 recognized the newly created parcels as LDR/1, not LC; this appears to be an error. Further, the adopted Mitigated Negative Declaration, prepared for the Fitzharris Minor Subdivision (HCD-Planning File No. PLN030415, consisting of the subdivision of 40 acres into four residential parcels and a 20-acre remainder parcel) and subsequently considered with an addendum by the Planning Commission (Resolution No. 06014) analyzed foreseeable impacts from developing these parcels with residential uses.

D. Subdivision of the Subject Properties also resulted in the creation of a homeowner's association that enforces its covenants, conditions, and restrictions, which describe the primary use of the properties as being "*for residential and agricultural purposes only*". Although these properties were created for residential purposes and subsequently advertised and sold as residential properties, the subject properties' zoning (LC) remained the same with the adoption and implementation of the 2010 General Plan.

E. The Board of Supervisors has considered the addendum together with the Mitigated Negative Declaration ("MND") for the Fitzharris Minor Subdivision (HCD-Planning File No. PLN030415) and finds adoption of this Ordinance does not warrant a subsequent MND pursuant to CEQA Guidelines Section 15162.

SECTION 2. ZONING DISTRICT MAP. Section 79 of the Sectional District Maps of Section 21.08.060 of the Monterey County Code is hereby amended to change the zoning of the following, as shown on the maps attached hereto as **Exhibit 1** and incorporated by this reference:

A. Four 5-acre parcels from Light Commercial [LC] to Low Density Residential, 1 unit per acre [LDR/1]. These properties are located at 68202, 68210, 68226, and 68218 Interlake Road, Bradley (Assessor's Parcel Numbers 423-381-006-000, 423-381-007-000, 423-381-008-000, and 423-381-009-000), South County Area Plan.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective on the thirty-first day following its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair, Wendy Root-Askew
Monterey County Board of Supervisors

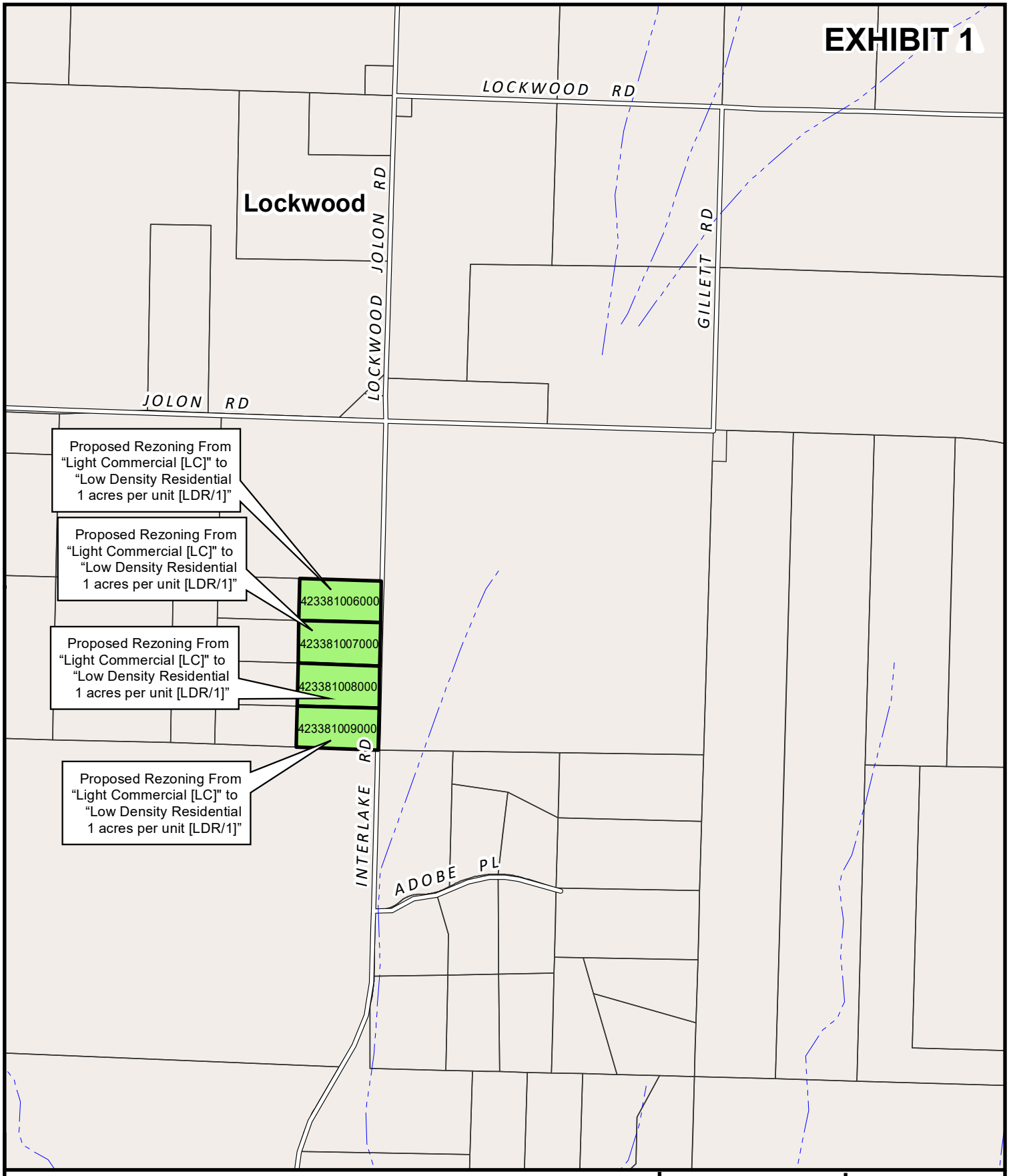
A T T E S T:

VALERIE RALPH
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM BY:

Kelly L. Donlon
Chief Assistant County Counsel



Proposed Rezoning of Sectional District Map 21-79
of The Zoning Ordinance of the County of Monterey

Subject Parcel Parcel

APN: 423-381-006-000 & -007, -008, -009 and 423-041-069-000

N

0 800
Feet

Date: 8/7/

Attachment D

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DRAFT RESOLUTION

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

In the matter of the application of:
SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) (PLN110173-AMD1)
RESOLUTION NO. 26-_____
Resolution of the County of Monterey Board of Supervisors:

1) Finding that the project is consistent with the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and that the adoption of this project does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and
2) Amend the 2010 General Plan to reclassify the land use designation of a 4.47-acre parcel, as shown on Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5-1 Acres/Unit to Residential – High Density 5-20 Acres/Unit, as attached hereto as Attachment 1.

The SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) (REF260001) application came before the County of Monterey Board of Supervisors on April 28, 2026, at a public hearing. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors does hereby with reference to the following facts and findings:

RECITALS

1. On November 9, 2010, the Board of Supervisors adopted Resolution No. 10-312 approving a Combined Development Permit for the September Ranch Subdivision Project consisting of: (1) a Vesting Tentative Map (VTM) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed restricted workforce housing lots) for a total of 95 residential lots; (2) a 20.2 acre existing equestrian facility and accessory structures related to that use; (3) 300.5 acres of common open space; 242.9 acres of public open space for donation/dedication; (4) 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; and (5) 6.9 acres of open space reserved for future public facilities.

2. On December 8, 2020, the Board of Supervisors approved the Final Map for Phase 1 of the September Ranch Subdivision, which included dividing 540-acres of the total 891 acres into 40 parcels consisting of 33 conforming lots to be developed with market-rate homes,

a parcel for inclusionary housing (Parcel F), the equestrian parcel (Parcel E), public use parcel (Parcel B), open space parcels (Parcel A & D), park parcel (Parcel C), and a parcel for Future Phase 2, which may be used for a portion of the inclusionary housing and the remaining 50 market rate residential parcels (Parcel G). (Vol. 24 Cities & Towns page 70)

3. On March 21, 2023, the Board of Supervisors adopted Ordinance No. 5400 and Resolution No. 23-102 to rezone and reclassify certain parcels and lots of Vol. 24 C&T Pg 70 to reflect their intended uses, and as required by Condition of Approval Numbers 30 and 37, as adopted by Board of Supervisors Resolution No.10-312 for the September Ranch Subdivision Project. Pursuant to Condition of Approval 30, Parcels A, B, C, and D were rezoned to Open Space, Design Control zoning overlay, and Site Plan Review zoning overlay. Pursuant to Condition No. 37, Lots 22 through 33 were rezoned to Rural Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay, and Lots 1-22, 39, 40, and 73 were rezoned and reclassified to Low Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay. However, Parcel F (APN:015-171-019-000) and Parcel G were not considered in Ordinance No. 5400 and Resolution No. 23-102, as the developer had yet to decide if the required inclusionary housing would be constructed on Parcel F and a part of Parcel G, or just Parcel F, and this decision would affect the land use density of Parcel F.

4. As specified in and approved by the September Ranch Combined Development Permit, Parcel F was intended for inclusionary housing. In compliance with Condition of Approval No. 37 of Board of Supervisors Resolution 10-312, the Applicant/Owner requested on January 26, 2018 to rezone Parcel F (APN: 015-171-019-000) from *Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay (*LDR/2.5-D-S-RAZ) *to* Low Density Residential with Building Site, Design Control and Site Plan Review overlay ("LDR/B-6-D-S"). However, the current land use designation (*Residential – Low Density 5-1 Acres/Unit*) and zoning (*Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay)*, only allows the construction of 1 unit, which conflicts with the September Ranch Subdivision Project's requirement of 22 inclusionary housing units. Therefore, Parcel F (APN: 015-171-019-000) shall be designated and zoned with a compatible density.

5. In order to achieve consistency between the Land Use Designation and Zoning of Parcel F and its intended use/density, the Planning Commission considers and recommends that the Board of Supervisors approve modify Figure LU3 of the Carmel Area Master Plan to redesignate the 4.47-acre parcel to *Residential - High Density 5-20 Units/Acre; and rezone the parcel,* and rezone the 4.47 acre parcel to *High Density Residential, 5 units per acre, with Building Site, Design Control and Site Plan Review overlay* ("HDR/5-B-6-D-S"). At 5 units per acre, the 4.47 acre parcel could be developed with 22 inclusionary housing units, subject to appropriate permitting.

6. On February 25, 2026, in accordance with Government Code sections 65358 and 65854 – 65857, as well as Monterey County Code Chapter 21.91, the Planning Commission held a duly noticed hearing and recommended that the Board of Supervisors:
    a. A resolution to redesignate Parcel F; and
    b. An ordinance to rezone Parcel F.

7. On November 9, 2010, the Board of Supervisors certified the Final Revised Environmental Impact Report (FREIR) (SCH No. 19950803033) for the September Ranch Subdivision Project as memorialized in Board of Supervisors Resolution No. 10-312. Change of land use designation and zoning were anticipated and analyzed in this FREIR.

8. The Board of Supervisors has considered the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and finds adoption of the General Plan amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162.

9. At least 10 days before the public hearing before the Board of Supervisors, notices of the hearing were published in the Monterey County Weekly, provided to all those who requested notice, and were also posted on and near the project site.

DECISION

Based on the above recitals, the written and documentary evidence, the staff reports, oral testimony, and the administrative record as a whole, that the Board of Supervisors does hereby:

1) Consider the Certified Final Revised Environmental Impact Report (SCH No. 1995083033) for the September Ranch Subdivision Project and find adoption of the General Plan Amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and
2) Amend the 2010 General Plan to reclassify the land use designation of a 4.47-acre parcel, as shown on Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5-1 Acres/Unit to Residential – High Density 5-20 Acres/Unit, as attached hereto as Attachment 1.

PASSED AND ADOPTED this 28th day of April, 2026 upon motion of Supervisor _____, seconded by Supervisor _____, and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on April 28, 2026.

Date:

File Number:

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

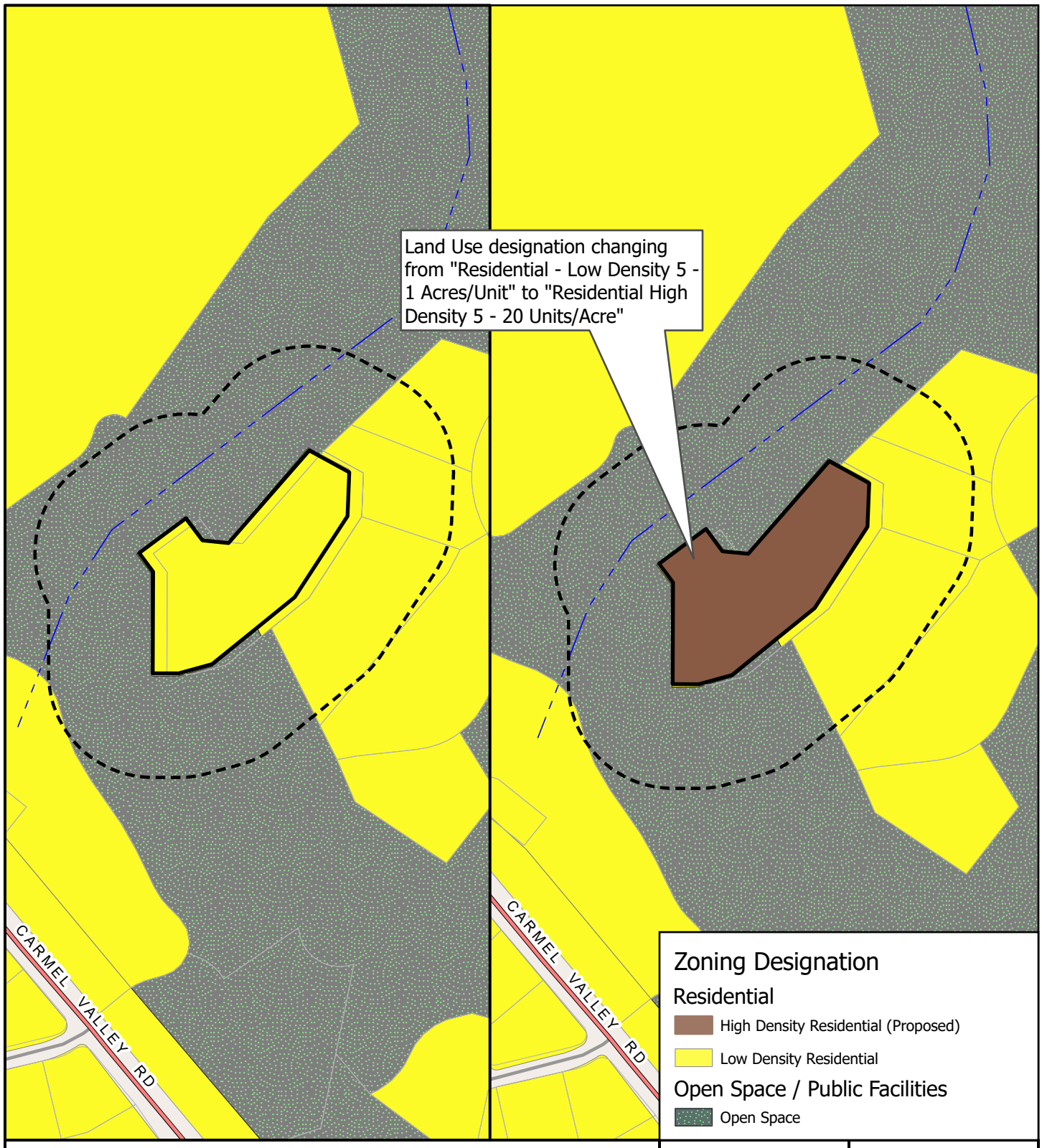
By_____
Deputy

COPY OF THIS DECISION MAILED TO APPLICANT ON _____

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 _____

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

2010 GENERAL PLAN AMENDMENT (CARMEL VALLEY MASTER PLAN)



APPLICANT: Carmel Reserve LLC

APN 015-171-019-000 **FILE #** PLN110173-AMD1 / PLN230256

Project Site 300 FT Buffer

N

0 200

Feet

PLANNER: MARY ISRAE

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Attachment E

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONAL DISTRICT MAP 17C OF SECTION 21.08.060 OF THE MONTEREY COUNTY CODE TO AMEND THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES IN THE COUNTY OF MONTEREY

County Counsel Summary

This ordinance amends Section 17C of the Sectional District Maps of Section 21.08.060 of Title 21 (Sectional District Maps) of the Monterey County Code to amend the zoning classification of a 4.47 acre parcel from Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S]. This Property is located 0.15 miles north of Carmel Valley Road, between Canada Way & Valley Greens Drive, [No Address Assigned to Parcel] (Assessor's Parcel Number 015-171-019-000), Carmel Valley Master Plan. This change is to facilitate the construction of inclusionary housing units, as required by the September Ranch Subdivision Project.

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

SECTION 1. Findings and declarations.

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

B. On November 9, 2010, the Board of Supervisors ("Board") adopted Resolution No. 10-312 approving a Combined Development Permit for the September Ranch Subdivision Project ("September Ranch") consisting of: (1) a Vesting Tentative Map (VTM) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed restricted workforce housing lots) for a total of 95 residential lots; (2) a 20.2 acre existing equestrian facility and accessory structures related to that use; (3) 300.5 acres of common open space; 242.9 acres of public open space for donation/dedication; (4) 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; and (5) 6.9 acres of open space reserved for future public facilities.

C. On December 8, 2020, the Board approved the Final Map for Phase 1 of September Ranch, which included dividing 540-acres of the total 891 acres into 40 parcels consisting of 33 conforming lots to be developed with market-rate homes; a parcel for inclusionary housing (Parcel F); the equestrian parcel (Parcel E); public use parcel (Parcel B);

open space parcels (Parcel A & D); park parcel (Parcel C); and a parcel for Future Phase 2, which may be used for inclusionary housing (Parcel G).

D. On March 21, 2023, the Board adopted Ordinance No. 5400 and Resolution No. 23-102 to rezone and reclassify certain parcels and lots to reflect their intended uses, and as required by Condition of Approval Numbers 30 and 37, as adopted by Resolution No. 10-312. Pursuant to Condition of Approval 30, Parcels A, B, C, and D were rezoned to Open Space, Design Control zoning overlay, and Site Plan Review zoning overlay. Pursuant to Condition No. 37, Lots 22 and 33 were rezoned to Rural Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay, and Lots 1-22, 39, 40, and 73 were rezoned and reclassified to Low Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay. Condition 37 also requires Parcel F (a 4.47-acre parcel, APN:015-171-019-000) to be rezoned, but it was not considered in Ordinance No. 5400 or Resolution No. 23-102.

E. The subject property, Parcel F, is intended for inclusionary housing. The current zoning, per Sectional District Map 17C, is Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay, which only allows the construction of 1 unit on Parcel F, and thus conflicts with September Ranch's requirement of 22 inclusionary housing units. Despite being intended for inclusionary housing, Condition 37 also incorrectly required Parcel F to be rezoned to Low Density Residential, Building Site 6 overlay, Design Control zoning overlay, and Site Plan Review zoning overlay, which also would not allow 22 inclusionary housing units.

F. To facilitate the construction of these inclusionary housing units and comply with Condition 37 as intended, the Board adopted a resolution currently with this Ordinance to redesignate Parcel F from Residential – Low Density 5-1 acres/unit to Residential – High Density 5-20 units/acre. To ensure compliance with this updated land use designation, this Ordinance rezones Parcel F from LDR/2.5-D-S-RAZ to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning overlay [HDR/5-B-6-D-S].

G. The Board of Supervisors has considered the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and finds that the adoption of this Ordinance does not warrant a subsequent Environmental Impact Report pursuant to CEQA Guidelines Section 15162.

SECTION 2. ZONING DISTRICT MAP. Section 17C of the Sectional District Maps of Section 21.08.060 of the Monterey County Code is hereby amended to change the zoning of the following, as shown on the maps attached hereto as **Exhibits 1** and incorporated by this reference:

A. A 4.47-acre parcel from Low Density Residential, 2.5 acres per unit, Design Control zoning overlay, Site Plan Review zoning overlay, and Residential Allocation Zoning overlay [LDR/2.5-D-S-RAZ] to High Density Residential, 5 units per acre, Building Site 6 zoning overlay, Design Control zoning overlay, and Site Plan Review zoning

overlay [HDR/5-B-6-D-S]. This Property is located 0.15 miles north of Carmel Valley Road, between Canada Way & Valley Greens Drive, [No Address Assigned to Parcel] (Assessor's Parcel Number 015-171-019-000), Carmel Valley Master Plan.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective on the thirty-first day following its adoption.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair, Wendy Root-Askew
Monterey County Board of Supervisors

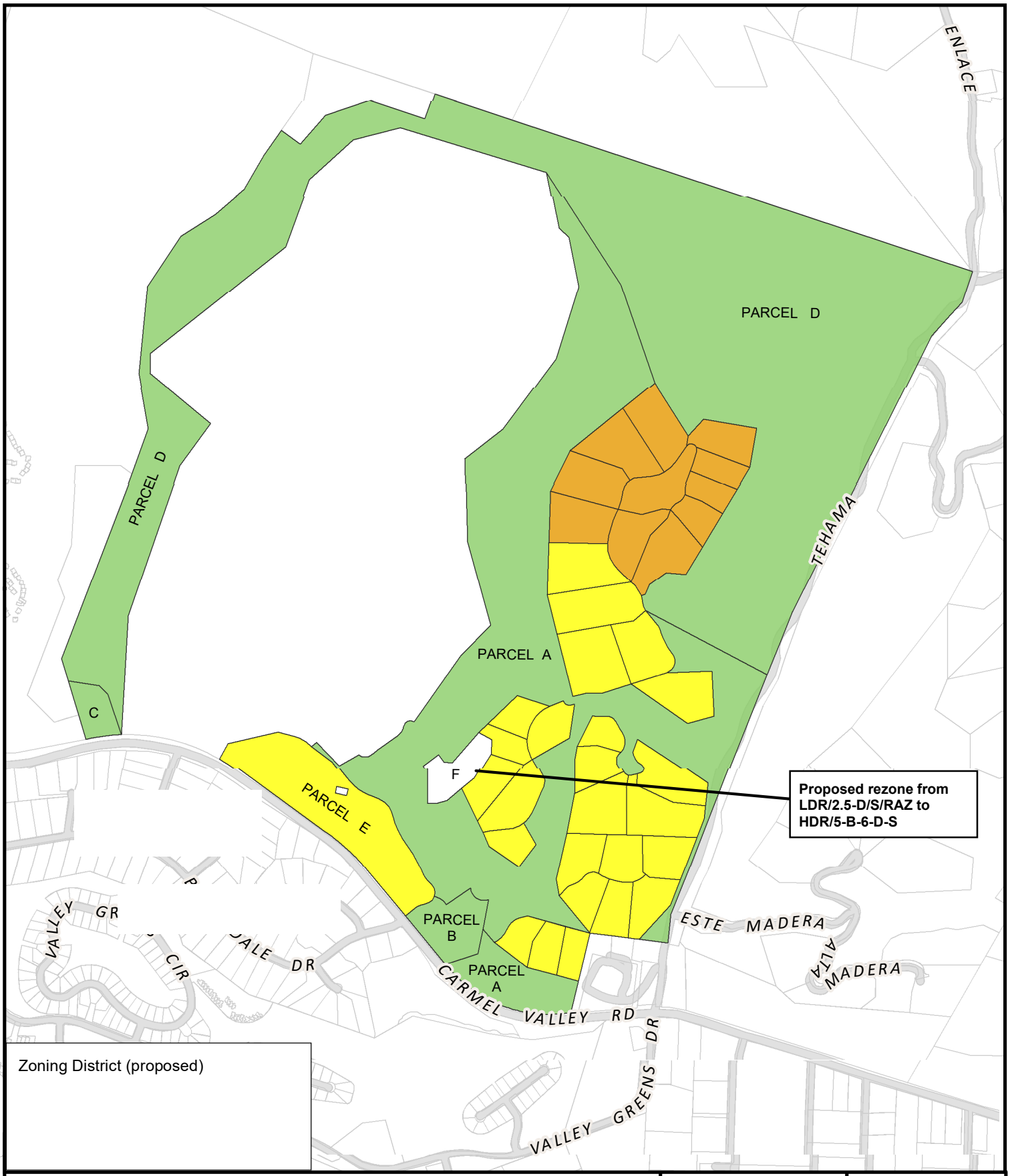
A T T E S T:

VALERIE RALPH
Clerk of the Board

By:_____
Deputy

APPROVED AS TO FORM BY:

Kelly L. Donlon
Chief Assistant County Counsel



PROJECT: PLN110173 SEPTEMBER RANCH PARTNERS

APN: 015-172-013-000, 015-172-015-000, 015-172-016-000, 015-172-017-000, 015-172-042-000, and 015-172-049-000

N

0 1,000 Feet

Date: 2/9/

Attachment F

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DRAFT RESOLUTION

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

In the matter of the application of:
CUMMING JOHN HANSEN & MARIE TRS ET AL (PLN190243)
RESOLUTION NO. 26-_____
Resolution of the County of Monterey Board of Supervisors:

1) Finding that the project is Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and
2) Amend the 2010 General Plan, adding Policy CSV-1.8 to the Central Salinas Valley Area Plan.

The CUMMING JOHN HANSEN & MARIE TRS (PLN190243) application came before the County of Monterey Board of Supervisors on April 28, 2026, at a public hearing. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors does hereby with reference to the following facts and findings:

RECITALS

1. On June 18, 2019, the Board of Supervisors adopted Chapters 20.69 and 21.69 of the Monterey County Code (coastal and inland) and created a pilot program (Program) for limited outdoor commercial cannabis cultivation in the Big Sur, Carmel Valley, and Cachagua plan areas.

2. Mr. Cumming's property (APN: 420-063-014-000) is within the Central Salinas Valley Area Plan and is thus not subject to the Outdoor Cannabis Cultivation Pilot Program. Although Mr. Cumming's outdoor cannabis cultivation operation would comply with the requirements of County Code Chapter 21.69, except for the location, there are no existing regulations that would allow Mr. Cumming to legally establish an outdoor cannabis cultivation site.

3. On February 25, 2026, in accordance with Government Code sections 65854 – 65857, as well as Monterey County Code Chapter 21.91, the Planning Commission held a duly noticed hearing and recommended that the Board of Supervisors amend the Central Salinas Valley Area Plan (text) by adding Policy CSV-1.8, which would create a Special Treatment Area (STA) over the Cumming's Ranch (APN: 420-063-014-000), and allow the Applicant/Owner to cultivate up to 20,000 square feet, require that the operator submit compliance testing information to the County upon demand, require the operator to

implement best management practices to prevent incompatibility issues, and limit operation to eight years.

4. The Board of Supervisors considered the Planning Commission's recommendation and removed the term limit as it would not align with the long-term policy framework of the General Plan. The proposed General Plan amendment would amend the text of the Central Salinas Valley Area Plan by adding Policy CSV-1.8: "*Special Treatment Area: The Cumming's Ranch shall be designated as a "special treatment area" to allow up to 20,000 square feet of outdoor cannabis cultivation, provided the operator obtains a commercial cannabis business permit pursuant to Chapter 7.90 of the Monterey County Code, and the operation complies with the requirements of the Outdoor Cannabis Cultivation Pilot Program pursuant to Chapter 21.29 of the Monterey County Code, except for location. The operator agrees to inform nearby off-site agricultural operations of the on-site cannabis operations and implement best management practices to prevent incompatibility issues. Upon request by the County, the operator agrees to provide testing and compliance information to help better inform appropriate setbacks between on-site cannabis operations and off-site agricultural operations.* (APN: 420-063-014-000)".

5. The creation of the STA better meets the goals, policies, and text of the General Plan by promoting economic development, allowing the subject property to increase its agricultural viability. However, the introduction of cannabis cultivation also has the potential to impact the viability of other off-site agricultural operations. Therefore, the creation of the STA allows the County to better determine whether a two-mile buffer is appropriate and whether the Central Salinas Valley Area Plan should be included in the Pilot Program, which is set to expire in June 2026. Allowing this property to cultivate cannabis may provide data needed to determinate whether other similarly situated properties with the County can increase their agricultural viability through cannabis cultivation.

6. The Board of Supervisors finds that adoption of the General Plan amendment is Categorically Exempt pursuant to CEQA Guidelines section 15304, as the site has already been utilized for cannabis cultivation between 2014 and 2020, the use would not remove healthy, mature, scenic trees, and none of the exceptions of Section 15300.2 apply.

7. At least 10 days before the public hearing before the Board of Supervisors, notices of the hearing were published in the Monterey County Weekly, provided to all those who requested notice, and were also posted on and near the project site.

DECISION

Based on the above recitals, the written and documentary evidence, the staff reports, oral testimony, and the administrative record as a whole, that the Board of Supervisors does hereby:

1. Find that the project is Categorically Exempt pursuant to CEQA Guidelines section 15304, and that none of the exceptions apply pursuant to Section 15300.2; and
2. Amend the 2010 General Plan, adding Policy CSV-1.8 to the Central Salinas Valley Area Plan, attached hereto as Attachment 1.

PASSED AND ADOPTED this 28th day of April, 2026 upon motion of Supervisor _____, seconded by Supervisor _____, and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on April 28, 2026.

Date:
File Number:

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

By_____
Deputy

COPY OF THIS DECISION MAILED TO APPLICANT ON _____

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 _____

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

CENTRAL SALINAS VALLEY AREA PLAN

SUPPLEMENTAL POLICIES

1.0 - Land Use

CSV-1.8 Special Treatment Area: Cummings Ranch - The Cumming's Ranch shall be designated as a "special treatment area" to allow up to 20,000 square feet of outdoor cannabis cultivation, provided the operator obtains a commercial cannabis business permit pursuant to Chapter 7.90 of the Monterey County Code, and the operation complies with the requirements of the Outdoor Cannabis Cultivation Pilot Program pursuant to Chapter 21.29 of the Monterey County Code, except for location. The operator agrees to inform nearby off-site agricultural operations of the on-site cannabis operations and implement best management practices to prevent incompatibility issues. Upon request by the County, the operator agrees to provide testing and compliance information to help better inform appropriate setbacks between on-site cannabis operations and off-site agricultural operations. (APN: 420-063-014-000).

Attachment G

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DRAFT RESOLUTION

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

In the matter of the application of:
CHAPIN DONALD D & BARBARA A CHAPIN TRS & TANIMURA LAND COMPANY (PLN170296)
RESOLUTION NO. 26-____
Resolution of the County of Monterey Board of Supervisors:

1) Finding that the project is Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2; and
2) Amending the 2010 General Plan, adding Policy GS-1.15 to the Greater Salinas Area Plan, attached hereto as Attachment 1.

The CHAPIN DONALD D & BARBARA A CHAPIN TRS & TANIMURA LAND COMPANY (PLN170296) application came before the County of Monterey Board of Supervisors on April 28, 2026, at a public hearing. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors does hereby with reference to the following facts and findings:

RECITALS

1. The subject properties located at 111/115/117 Monterey Salinas Highway (APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000) have historically been designated and zoned Farmland, but have been occupied by commercial uses since the 1980s.

2. In 2017, the property owner submitted PLN170296, which originally proposed to amend a General Development Plan (PLN090138) and Use Permit PLN050366 (as amended by PLN060174) that were previously approved for the property located at 115/117 Monterey Salinas Highway (APNs: 207-131-004-000 and 207-131-005-000). The original application requested to allow commercial cannabis retail activities, commercial cannabis non-volatile manufacturing activities, and cannabis cultivation within the existing greenhouse and associated buildings. Chapter 21.67 of the County Code does not allow for cannabis retail sales in the Farmland Zoning District. The subject property is designated and zoned Farmland. Therefore, on August 12, 2020, the Planning Commission denied this application due to inconsistencies with the Zoning Ordinance.

3. In January 2021, the Board of Supervisors considered the appeal, remanded the item back to the Planning Commission, and directed staff to proceed with processing a Special

Treatment Area (STA) over 115/117 Monterey Salinas Highway. Following that decision, Chapin Trust modified the application to remove the proposed cannabis retail and only sought legalization of the existing commercial uses. Adjacent to the Chapin property is a Farmland zoned and designated property (111 Monterey Salinas Highway) that is primarily used for agricultural purposes, but also has a small legal non-conforming tattoo parlor on the southwest corner of the property that has existed since the 1980s/1990s. Tanimura Land Company agreed to be included in the STA in 2025.

4. On February 25, 2026, in accordance with Government Code sections 65854 – 65857, as well as Monterey County Code Chapter 21.91, the Planning Commission held a duly noticed hearing and recommended that the Board of Supervisors amend the Central Salinas Valley Area Plan (text) by adding Policy GS-1.15, which would create a Special Treatment Area over the Chapin and Tanimura properties (APNs: 207-131-004-000 and 207-131-005-000, 207-121-014-000), and allow the historic and ongoing commercial uses to continue but not expand.

5. The proposed General Plan amendment would amend the text of the Greater Salinas Area Plan by adding Policy GS-1.15: *"Special Treatment Area: Chapin and Tanimura- The Chapin and Tanimura properties located at 111/115/117 Monterey Salinas Highway shall be designated a Special Treatment Area. The Special Treatment Area recognizes the historic and ongoing commercial use of the properties despite the agricultural land use designations. On APNs: 207-131-004-000 and 207-131-005-000, the historical existing retail and commercial uses include:1) the sale of aggregate materials, landscaping, and associated products, 2) rental of agricultural support equipment, 3) hosting of seasonal/promotional events, 4) storage of vehicles, 5) a small concrete batch plant, 5) sale of limited food and drink within the existing market building, and 6) on-site landscaping and other site improvements, and these uses shall be allowed but shall not be expanded to occupy a greater area than the existing use. On APN: 207-121-014-000, the tattoo parlor shall be allowed within the existing structure but shall not be expanded. This Special Treatment Area allows all uses of a similar intensity, density, and character as those listed in this Policy, subject to the granting of a Use Permit."*

6. When the 2010 General Plan was adopted, these properties continued to be designated and zoned Farmland despite the historical commercial uses that continue to exist today. Therefore, the Board of Supervisors recognizes an error or oversight in the adopted General Plan and modifies the Greater Salinas Area Plan to add Policy GS-1.15.

7. The Board of Supervisors finds that adoption of the General Plan amendment is Categorically Exempt pursuant to CEQA Guidelines section 15301, as the STA only recognizes the existing legal non-conforming commercial uses and limits future expansion, and none of the exceptions of Section 15300.2 apply; and

8. At least 10 days before the public hearing before the Board of Supervisors, notices of the hearing were published in the Monterey County Weekly, provided to all those who requested notice, and were also posted on and near the project site.

DECISION

Based on the above recitals, the written and documentary evidence, the staff reports, oral testimony, and the administrative record as a whole, that the Board of Supervisors does hereby:

1. Find that the project is Categorically Exempt pursuant to CEQA Guidelines section 15301, and that none of the exceptions apply pursuant to Section 15300.2; and
2. Amend the 2010 General Plan, adding Policy GS-1.15 to the Greater Salinas Area Plan, attached hereto as Attachment 1.

PASSED AND ADOPTED this 28th day of April, 2026 upon motion of Supervisor _____, seconded by Supervisor _____, and passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book _____ for the meeting on April 28, 2026.

Date:
File Number:

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

By_____
Deputy

COPY OF THIS DECISION MAILED TO APPLICANT ON _____

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 _____

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

CHAPIN DONALD D & BARBARA A
CHAPIN TRS & TANIMURA
LAND COMPANY (PLN170296)

GREATER SALINAS VALLEY AREA PLAN

SUPPLEMENTAL POLICIES

1.0 - Land Use

GS-1.15 Special Treatment Area: Chapin and Tanimura - The Chapin and Tanimura properties located at 111/115/117 Monterey Salinas Highway shall be designated a Special Treatment Area. The Special Treatment Area recognizes the historic and ongoing commercial use of the properties despite the agricultural land use designations. On APNs: 207-131-004-000 and 207-131-005-000, the historical existing retail and commercial uses include:1) the sale of aggregate materials, landscaping, and associated products; 2) rental of agricultural support equipment; 3) hosting of seasonal/promotional events; 4) storage of vehicles; 5) a small concrete batch plant; 5) sale of limited food and drink within the existing market building; and 6) onsite landscaping and other site improvements. These enumerated uses shall be allowed but shall not be expanded to occupy a greater area than the existing use. On APN: 207-121-014-000, the tattoo parlor shall be allowed within the existing structure but shall not be expanded. This Special Treatment Area allows all uses of a similar intensity, density, and character as those listed in this Policy, subject to the granting of a Use Permit.

Attachment H

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TO: Monterey Housing and Community Development
1441 Schilling Pl
Salinas, CA 93901

FROM: Tim and Paula Usrey, Ignacio Camacho, Rafael Martinez and Rosio Doniz

RE: Project File Number: **PLN250139-DEP**

We are collectively requesting to have the overlay zone designation of Light Commercial dropped from the four parcels named in the application. Currently, the overlay designation renders all listed property unusable, and they will remain that way until the designation is changed.

In 2005, approximately 40 acres were subdivided into four, 5-acre parcels (1-4) and one 20-acre lot. In October 2006, the remaining 20-acre lot was subdivided into four additional parcels (5-8). The intended purpose of the land was to be a residential subdivision. In 2005/2006, all parcels were recorded as Low Density Residential-1, according to county records, and remained so designated until 2010. During that year, the county completed the general plan for all of Monterey County. The result was a change in the map overlay of parcels 423381006000, 423381007000, 423381008000, and 423381009000 to Light Commercial and each was given the land use designation "Commercial." However, the LDR-1 designation also appears on the parcel report on the county's website, which has led to numerous complications for all parties, including the county planning office.

On December 20, 2005, the original owner of all parcels filed the Covenants, Conditions and Restrictions (CC&R's) with Monterey County. The covenant covered the initial parcels (1-4), and the remaining lot, should it be subdivided. When the remaining 20-acre lot was divided into four additional parcels (5-8,) they too fell under the CC&R's. The declaration laid out the primary use of the properties in a binding legal document as follows:

> "...intends to distribute and/or sell the parcels to separate owners and restrict the property and of the parcels and the remainder Parcel, in accordance with a common plan for the express purpose of enhancing and protecting the ***residential value*** of the land...".

The declaration also states under section IV paragraph 3,

> "The parcels shall be used for ***residential and agricultural purposes only***. All other trade, business and commercial uses, incidental or otherwise, whether or not obtrusive, including, without limitation, uses involving the production, storage or sale of goods, non-agricultural products or materials, or rendering of services, are prohibited."

Furthermore, the declaration prohibits the use of commercial storage buildings, unless they can be screened from public view. The original intention for the use of the property is clearly outlined in no uncertain terms for all owners, present and future.

The current zoning and the restrictions placed on the property are clearly in conflict. In addition, the types of business required to meet the county's current zoning requirements are also not in line with the current population and potential growth of Rural South Monterey County. It is highly

unlikely that a bookstore, barber shop, florist, or any of the other businesses named in the zoning ordinance would be a good fit for the community. It is also highly unlikely that a single business, not to mention four businesses, would survive, let alone flourish, given the sparse population and remoteness of the location. We have been told that the population of the area will continue to grow, and this may be true. But given that the much of the land has already been subdivided, that lot sizes in most areas are 40 acres or larger, and that, to support its goal of preserving agricultural and grazing land, the county will not allow subdivisions that result in parcels smaller than 40 acres in most cases, it is unlikely that there will ever be a population growth large enough to support multiple businesses such as those required by the zoning ordinance.

When parcel #423381006000 was purchased in 2023, the MLS listing showed that it was in an LDR-1 zone. We believe that the listing agent, who has been representing properties in Lockwood for more than 40 years, performed her due diligence by verifying the zone with Housing and Community Development (HCD) prior to listing the property. The eventual buyers, Tim and Paula Usrey, also contacted HCD prior to making the purchase. They, too, were told that the parcel was in an LDR-1 zone. However, when the Usreys contacted HCD to inquire about a building permit, they were told that the property was designated as Light Commercial. In total, three different HCD representatives told the Usreys that the parcel was in an LDR-1 zone before coming to an agreement that it was actually in a Light Commercial zone. The other owners had varying experiences when contacting HCD about zoning.

We understand that the county has no interest in the established CC&R's because they constitute a private agreement between landowners. However, the CC&R's clearly state the parcels cannot be used for business purposes other than those that are agricultural in nature. Moreover, the CC&R's require a 100 percent vote to change the current restrictions. Although we do not believe that any business would be able to survive in the area, to hold such a vote is to ask each owner of parcels 1-4 and 5-8 to submit to the inevitable downside of commercial business operations: increased traffic, litter, noise, and strangers driving into what they thought would be a residential area.

Once again, the parcels listed in the Development Project Application are currently unusable. Every owner intends to build a home if and when the zoning is changed to LDR-1. Until that happens, the county will continue to receive taxes at the rate for undeveloped land and the landowners will continue to feel as though they wasted their money by buying it.

Respectfully,

6/14/25 6/14/2025

Tim and Paula Usrey

6/24/2025

Ignacio Camacho

6-14-25 6/14/25

Rafael Martinez and Rosio Doniz

1976

AMENDED

DATE 1. Nov 23, 1976 ORD. NO. 2230

MARTINEZ

RD

CN

LOCKWOOD - SAN ARDO RD

JOLON

LOCKWOOD

PVT

LUCAS

RD

PVT

RD

LOCKWOOD

RD

GILLETT

N 10 AC MIN. BLDG. SITE

1000'

500'

C-1-P

N 10 AC MIN. BLDG. SITE

N 10 AC MIN. BLDG. SITE

AMENDED SECTION 10-26 Y

OF THE

ZONING PLAN OF THE COUNTY OF MONTEREY

Subject properties

FORT HUNTER LIGGETT MILITARY RESERVATION

BOUNDARY

SAN

RD

N 10 AC MIN. BLDG. SITE

LOCKWOOD - BRADLEY RD

1000'

RD

INTERLAKE

N 10 AC MIN. BLDG. SITE

N-X MAX. .05/AC
10 AC MIN. BLDG. SITE

N 10 AC MIN. BLDG. SITE

We hereby certify that this Zoning Map was adopted in this form by Resolution No. 76-992 of the Planning Commission of the County of Monterey, State of California at a regular meeting thereof held on the 27th day of October 19—

Chairman

Secretary

We hereby certify that this Zoning Map was adopted by the Board of Supervisors of the County of Monterey, State of California by Ordinance No. 2230 passed and adopted on the 23rd day of November 1976

Chairman

Clerk, ERNEST K. MAGGINI

By Linda Mindley

SECTION 10-26 Y

1978

AMENDED

DATE	ORD. NO.
1. Nov 23, 1976	2230
2. May 3, 1977	2288
3. Jan. 31, 1978	2387
4. April 4, 1978	2406

AMENDED SECTION 10-26 Y OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

Subject properties →

We hereby certify that this Zoning Map was adopted in this form by Resolution No. 77-1135 of the Planning Commission of the County of Monterey, State of California at a regular meeting thereof held on the 16th day of November 1977

Secretary

We hereby certify that this Zoning Map was adopted by the Board of Supervisors of the County of Monterey, State of California by Ordinance No. 2440 passed and adopted on the 15th day of August 1978

Chairman

Clerk
ERNEST A. MACCINI
By: Y. Lukensill, Deputy

SECTION 10-26 Y

1993 SECTION 79 OF THE ZONING PLAN OF THE COUNTY OF MONTEREY

ADOPTED
DATE ORD. NO.
3/16/93 3669

1300 1400 1410 1420

0240 0230 0220

RC/160 PG/40 F/40 RG/40 RG/B-6 LDR/1 MDR/1 LC PQP

SAN LUCAS RD
LOCKWOOD
SAN ARDO RD
CEMETERY RD
MARTINEZ RD
LUCAS RD
PVT RD
GILLET
JOLON RD
LOEBER
HAMES
MINCEY
CR
CN
T22S R8E
T23S R8E
HUNTER LIGGETT MILITARY

Subject properties

We hereby certify that this Zoning Map was adopted in this form by Resolution No. 93-028A of the Planning Commission of the County of Monterey, State of California at a regular meeting thereof held on the 27th day of JANUARY 1993

Secretary Robert Slimmon

We hereby certify that this Zoning Map was adopted by the Board of Supervisors of the County of Monterey, State of California by Ordinance No. 3669 passed and adopted on the 16th day of MARCH 1993

Chair Judy J.E. Pierce-Cook

Clerk ERNEST K. MORISHITA
By: Nancy Lukenbill, DEPUTY

1000 0 1000 2000 3000 4000 5000

1390 1400 1410

NORTH

SECTION 79
MONTEREY COUNTY PLANNING DEPARTMENT

SN00027741 N1864896 E5944216 Vol. 22 Par. Pg. 15

OWNERS' STATEMENT

We hereby state that we are the owners of, or have some right, title or interest in and to, the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the preparation and recordation of said map and subdivision as shown within the subdivision boundary lines.

We also hereby dedicate for public use easements for public utilities including but not limited to electricity, gas, communication, water and their necessary appurtenances on, over and under those certain strips of land designated as "Public Utilities Easements" (PUE) as shown on said map within said subdivision; such strips of land are to be kept open and free from buildings and structures not serving the purposes of the easements.

SCOTT TROMPETER ENTERPRISES, INC., a California Corporation

Scott Trompeter
SCOTT TROMPETER

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee under Deed of Trust recorded January 23, 2004, in Recorder's Series No. 2004006699.

Michael Leuer (Assistant Secretary) Doug Deeds Vice President

The signatures of the holders of the following interests may be omitted inasmuch as their interests are such that it cannot ripen into a fee and if their names and nature of their respective interests are stated on the map and upon compliance with or pursuant to Section 66436(3)(A) of Title 7 of Division 2 of the Government Code:

PACIFIC GAS and ELECTRIC COMPANY, a California Corporation and PACIFIC TELEPHONE and TELEGRAPH COMPANY, a California Corporation, as holder of a utlities easement. See Reel 1105 of Official Records, at Page 200.

Adelaide M. Smidt, et al, as holder of an oil and gas lease. See Book 370 of Official Records, at Page 60.

STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } SS

On 11-22-05 before me, Shari Urban, a Notary Public in and for said County and State, personally appeared Scott Trompeter, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Shari Urban Exp: 10-17-09

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of

SCOTT TROMPETER ENTERPRISES, INC

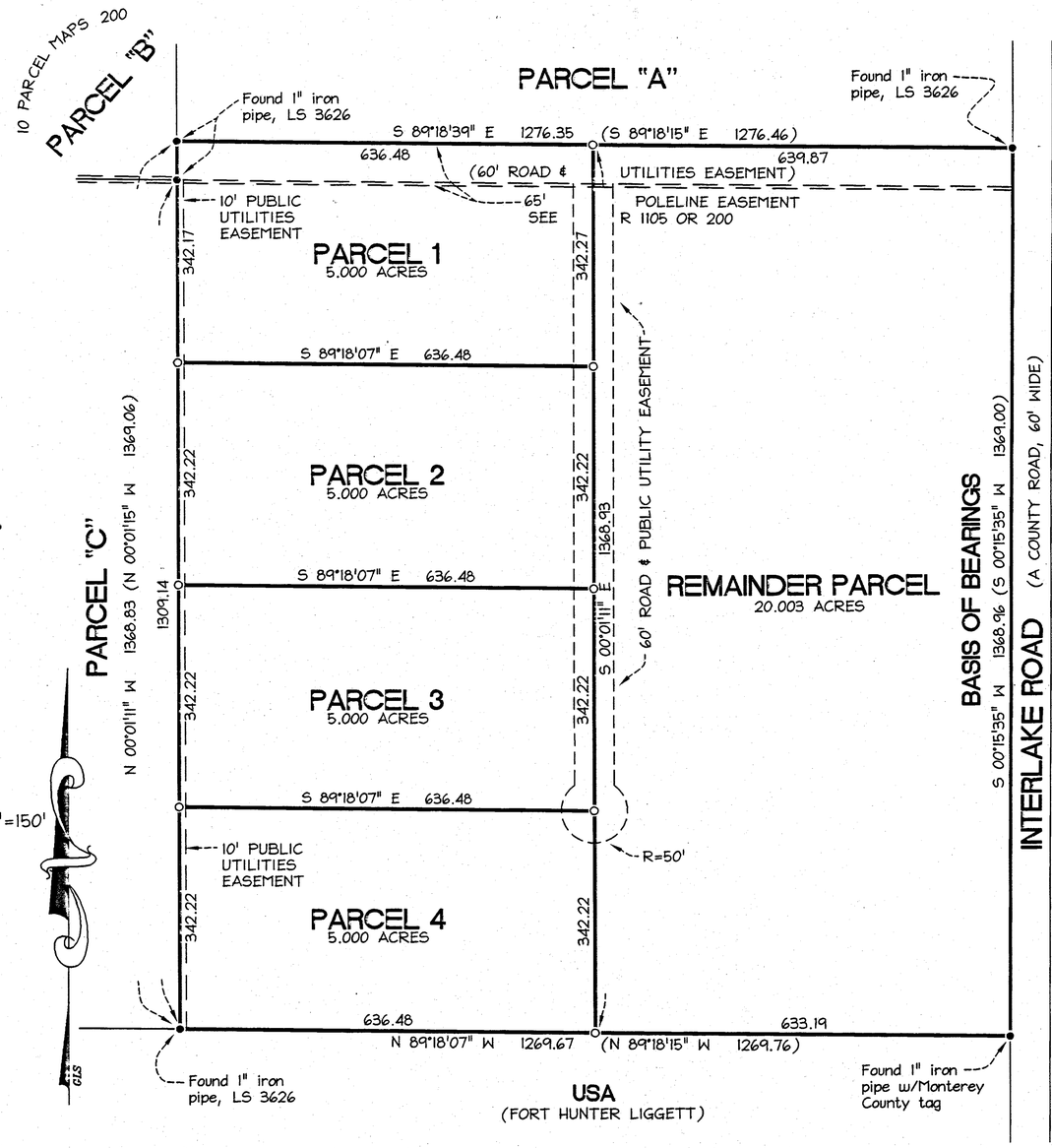
on June, 2005 I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.

I also state that all monuments are of the character and occupy the positions indicated, or that they will be set in those positions on or before June 30, 2005, and that the monuments are or will be, sufficient to enable the survey to be retraced.

(Signed) Michael K. Goetz

P.L.S. No. 5667

PROFESSIONAL LAND SURVEYOR MICHAEL KEITH GOETZ EXP. 9-30-07 NO. 5667 STATE OF CALIFORNIA



COUNTY SURVEYOR'S STATEMENT

I, Ron Lundquist, County Surveyor of Monterey County, hereby state that I have examined this map; that the subdivision as shown hereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof as approved by the Monterey County Minor Subdivision Committee, on May 26, 2005 that all the provisions of the California "Subdivision Map Act," as amended, and all local ordinances have been complied with, and that I am satisfied that this map is technically correct.

Dated: November 22, 2005

County Surveyor

Deputy County Surveyor

LICENSED LAND SURVEYOR JERRY L. COMES EXP. 12/31/05 NO. 7544 STATE OF CALIFORNIA

RECORDER'S STATEMENT

Filed this 12th day of December, 2005

at 1:30 p.m. in Volume 22 of Parcel Maps at Page 15

at the request of GOETZ LAND SURVEYORS.

Stephen L. Vagnini
County Recorder

By S Gabrudao Deputy

Serial No. 2005130714 Fee $ 9.00

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } SS

On 11-22-05 before me, Sandra Betancourt, a Notary Public in and for said County and State, personally appeared Michael Leuer and Douglas Ottmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

exp. 8-28-09

BASIS OF BEARINGS

The bearing of the east line of Parcel "D" (N 00°15'35" E), as shown on map filed in Volume 10 of Parcel Maps, at Page 200, as found monumented, was taken as Basis of Bearings shown upon this map.

LEGEND

Distances are expressed in feet and decimals thereof.

(----) Record data per 10 Parcel Maps 200

o Set 3/4" iron pipe, PLS 5667 unless otherwise shown

STATEMENT OF CLERK OF BOARD OF SUPERVISORS

I, LEW C. BAUMAN, Clerk of the Board of Supervisors of Monterey County, hereby state that said Board approved the within map on the 6th day of DECEMBER, 2005, and accepted on behalf of the public, all offers of dedication for public use, in conformity with the terms of the offer of dedication.

Cynthia Juarez
Clerk of the Board of Supervisors of the County of Monterey, State of California

By CYNTHIA JUAREZ Deputy

PARCEL MAP

PLN030415

OF PARCEL "D" AS SHOWN ON MAP FILED IN VOLUME 10 OF PARCEL MAPS, AT PAGE 200, IN SECTION 15, TOWNSHIP 23 SOUTH, RANGE 8 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA

PREPARED FOR

SCOTT TROMPETER ENTERPRISES, INC.

APN 423-041-067
JUNE 2005

JOB NO. 60-03
SHEET ONE OF TWO

MJG M J GOETZ AND ASSOCIATES
1605 COMMERCE WAY, SUITE E | 141 AUBURN STREET
PASO ROBLES, CA 93446 | SALINAS, CA 93901
(805) 237-9177 | (831) 424-4114

SN 00028680 N 1864984 E 5944836

Vol. 22 Par PG. 47

OWNERS' STATEMENT

We hereby state that we are the owners of, or have some right, title or interest in and to, the real property included within the subdivision shown upon this map, and that we are the only persons whose consent is necessary to pass a clear title to said property, and we consent to the preparation and recordation of said map and subdivision as shown within the subdivision boundary lines.

SCOTT TROMPETER ENTERPRISES, INC., a California Corporation

SCOTT TROMPETER

The signatures of the holders of the following interests may be omitted inasmuch as there are no dedications or offers of dedications:

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee under Deed of Trust recorded December 12, 2005, in Recorder's Series No. 2005130780.

The signatures of the holders of the following interests may be omitted inasmuch as their interests are such that it cannot ripen into a fee and if their names and nature of their respective interests are stated on the map and upon compliance with or pursuant to Section 66436(3)(A) of Title 7 of Division 2 of the Government Code:

PACIFIC GAS and ELECTRIC COMPANY, a California Corporation and PACIFIC TELEPHONE and TELEGRAPH COMPANY, a California Corporation, as holder of a utilities easement. See Reel 1105 of Official Records, at Page 200.

Adelaide M. Smidt, et al, as holder of an oil and gas lease. See Book 370 of Official Records, at Page 60.

Karyn L. Planett, as holder of a 60' Road and Utilities Easement. See Doc. No. 2005136210 of Official Records.

STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } SS

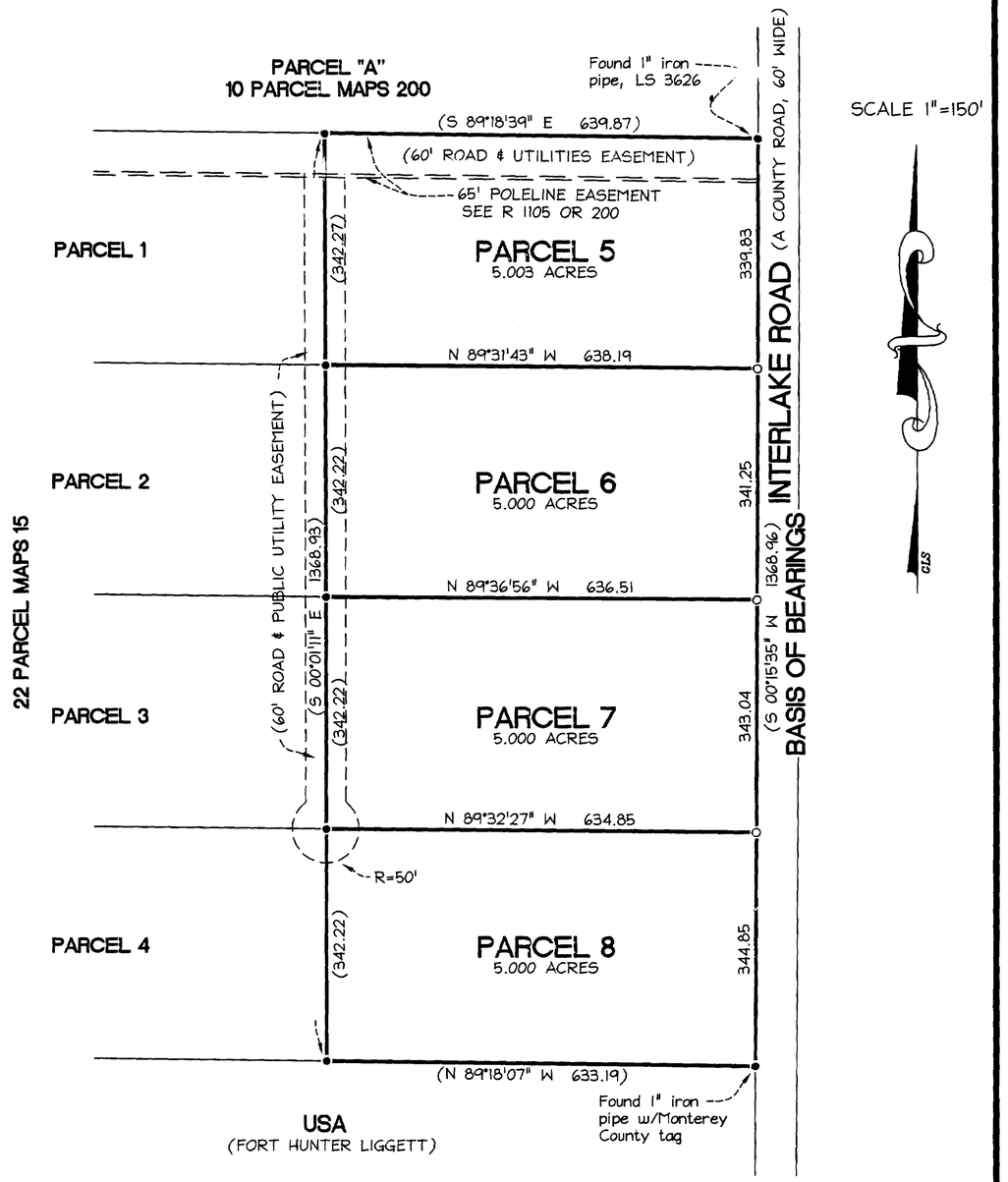
On 9/28/2006 before me, Kim D. Sampson-McKibben a Notary Public in and for said County and State, personally appeared Scott Trompeter

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission No. 1559581

Expires 3/15/2009



SCALE 1"=150'

BASIS OF BEARINGS

The bearing of the east line of the Remainder Parcel (N 00°15'35" E), as shown on map filed in Volume 22 of Parcel Maps, at Page 15, as found monumented, was taken as Basis of Bearings shown upon this map.

LEGEND

Distances are expressed in feet and decimals thereof.

(---) Record data per 22 Parcel Maps 15

o Set 3/4" iron pipe, LS 5667 unless otherwise shown

• Found 3/4" iron pipe, LS 5667 unless otherwise shown

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of

SCOTT TROMPETER ENTERPRISES, INC

on August, 2006 I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any.

I also state that all monuments are of the character and occupy the positions indicated, or that they will be set in those positions on or before December 31, 2006, and that the monuments are or will be, sufficient to enable the survey to be retraced.

(Signed) _____

P.L.S. No. 5667

PROFESSIONAL LAND SURVEYOR MICHAEL KEITH GOETZ EXP. 9-30-07 NO. 5667 STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I, Ron Landquist, County Surveyor of Monterey County, hereby state that I have examined this map; that the subdivision as shown hereon is substantially the same as it appeared on the Tentative Map, and any approved alterations thereof as approved by the Monterey County Minor Subdivision Committee, on June 8, 2006, that all the provisions of the California "Subdivision Map Act," as amended, and all local ordinances have been complied with, and that I am satisfied that this map is technically correct.

Dated: October 12, 2006

_____
County Surveyor

_____
Deputy County Surveyor

LICENSED LAND SURVEYOR JERRY L. COMBS EXP. 12-31-07 NO. 7544 STATE OF CALIFORNIA

RECORDER'S STATEMENT

Filed this 17th day of October, 2006

at 2:48 PM in Volume 22 of Parcel Maps at Page 47

at the request of M J GOETZ & ASSOCIATES.

Stephen Vagnini – County Recorder

By Lupe Moreno Deputy

Serial No. 2006044913 Fee 9.00

PARCEL MAP

PLN060078

OF THE REMAINDER PARCEL AS SHOWN ON MAP FILED IN VOLUME 22 OF PARCEL MAPS, AT PAGE 15, IN SECTION 15, TOWNSHIP 23 SOUTH, RANGE 8 EAST, M.D.M., MONTEREY COUNTY, CALIFORNIA

PREPARED FOR

SCOTT TROMPETER ENTERPRISES, INC.

APN 423-391-005

AUGUST 2006

JOB NO. 60-03

SHEET ONE OF TWO

M J GOETZ AND ASSOCIATES
1495 CRESTON ROAD #160 PASO ROBLES, CA 93446 (805) 237-9177
131B AUBURN STREET SALINAS, CA 93901 (831) 424-4114

Attachment I

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Special Treatment Area PLN190243

Amendment to the 2010 General Plan (South County Area Plan) to create a Special Treatment Area that would allow outdoor commercial cannabis cultivation (20,000 square foot canopy). The property is located at 50700 Thompson Canyon Road (PRIVATE ROAD), King City (Assessor's Parcel Number 420-063-014-000), Central Salinas Valley Area Plan.

SPECIAL TREATMENT AREA PLN190243

OPERATION PLAN

Order starter plants during the Fall months from a registered / legal nursery. Early springtime pick up the starter from the nursery. Self-transport with my California Transportation License.

Transplant the starter plants to the designated grow area. The starter plants will be transplanted from the nursery pots directly into the ground.

Cultivate the plants till full maturity generally to the months of October or November depending on Mother Nature.

Mature plants are then self-harvested and self-transported to a third party registered / legal processing facility.

The end finished product is to be sold to a third party registered / legal distributor.

- Full compliance with Title 21 Section 21.69060.
- Since this is a self-operated endeavor on my private property the operation days and hours are non-restrictive.
- Floor Plan = Reference the Site Plan.
- Waste Disposal = All waste will be taken off site and properly disposed of. It is important to note that my operation is 100% organic / natural. Therefore any "waste" would be empty organic fertilizer containers, etc.
- Water Management = The main water source is a natural spring. The spring water is collected into two 4,900 gallon water tanks. One of these water tanks has a 5 horse power submersible pump installed in it. An 11,000 watt gas operated generator activates the pump. It is important to note that the generator is located well over one mile from the grow site and on a different parcel. The water is then pumped approximately one and a half miles to an elevation increase of

485 feet to a series of 8 4,900 gallon holding tanks (aka…The Tank Farm). The water from the Tank Farm then gravities back down to the grow site. This action creates an approximate psi. at the grow site of 30+/- psi. which is ideal to operate the micro-sprinklers irrigation system at the grow site,

In addition to the natural spring water there is an artesian well near the "spring and pumping area". The artesian well is 175 feet deep with a six inch schedule 40 pvc casing. It is important to note that this pipe / well was already on the property when I purchased the ranch. After some analysis I "necked it down" to a 1 ½ inch schedule 40 pvc dimension and soon realized that it was indeed "artesian". Even though it is only "trickles" I have calculated that it generates approximately 420 gallons of water weekly. This artesian water is collected into a 1,500 gallon water tank. This tank has a solar powered submersible pump in it that transfer the water up to the 4,900 gallon tank with the 5 horse power submersible pump. There will be NO grading for water tanks since the water tanks have been in place for many years as part of the "ranch improvements" that I developed after purchasing the property in 2003.

At full maturity growth the proposed 378 plants require approximately 12 gallons per plant every other week. In other words…The starter plants would require far less than 12 gallons per plant every other week…But as they mature they naturally require more water. It is very important to note that the use of highly efficient micro-sprinklers is the absolute most efficient system of irrigation.

I use Highly Efficient Micro-Sprinklers for my irrigation as stated above, A standard grow season is a 6 month period = May through October…May and June = 378 plants x 6 gallons per plant every other week (4 weeks) = 9,072 gallons…July and August = 378 plants x 9 gallons per plant every other week (4 weeks) = 13,608 gallons…September and October = 378 plants x 12 gallons per plant every other week (4 weeks) = 18,144 gallons. Total Annual estimated irrigation water used for a standard growing season assuming 100% plant growth from start to finish = 40,824 gallons.

As time and economic conditions allow. It is my plan to increase the Tank Farm tanks from 8 tanks to a total of 24 tanks. This would allow me to collect enough water during the winter months to cover the full growing season…May to October.

In conclusion…The blessing of natural spring water and artesian well water along with the use of a highly efficient micro-sprinkler irrigation system has allowed me to undertake my growing project.

The processing and manufacturing will be off-site with a registered / legal third party operator.

- Track and Trace Measures = As shown on the Site Plan / Map each individual plant will have a designated identification number.

- Sustainability Measures = In addition to the highly efficient irrigation system noted above. The cultivation practices are 100% natural / organic. Also it is very important to understand that I treat my ranch as if it were a "Nature Preserve". As the land owner I am the "Ultimate Land And Nature Steward". The abundance and variety of wildlife due to my habitat improvements over the years is a true testament to my focus on sustainability.

I will transport the harvested product to a third party off-site licensed processor on an immediate basis as the harvest occurs. There will be NO cannabis storage.

- Employees = None

NO structures within 1,500 feet of the cannabis site.

- Parking = I will park my personal vehicle at my site during all aspects of the grow season.

- Landscaping Plan = Natural ranchland flora. NO composting will occur on site. The post-harvest cannabis waste (stalks, branches, etc.) will be placed outside of the actual grow area and placed there to naturally dry thus creating "wildlife habitat".

- Hazardous Materials = As stated above…My operation is 100% organic with NO hazardous materials used. Fertilizer products are "Bat Guano based" with NO potassium and nitrogen salts and NO EDTA or EDDHA (potassium based chelators) and are 100% safe for the environment. My project will not generate any "waste" beyond empty organic based fertilizer containers. But for the purpose of the exercise I can assure the County that these containers will be taken completely off the project parcel and properly disposed of.

Transporting "starter plants" from the "off-site nursery" to my ranch property = If I use my gooseneck livestock trailer and the "starter plant" pots are 11 inches in diameter, then it would take approximately 4 trips. If I use my gooseneck livestock trailer and the "starter plant" pots are 7 inches in diameter, then it would take approximately 2 trips. If I use my utility trailer and the "starter plant" pots are 11 inches in diameter, then it would take approximately 7 trips. If I use my utility trailer and the "starter plant" pots are 7 inches in diameter, then it would take approximately 3 trips.

Seasonal Cultivation Trips = This all depends on many factors such as weather conditions, plant care, etc., etc. These trips would range from 3 to 6 trips per week during the six month cultivation season.

Geo Positioning System (GPS) Coordinates for the boundaries of the cannabis site.
N 36 degrees 11.387 W 121 degrees 13.998
N 36 degrees 11.436 W 121 degrees 13.997
N 36 degrees 11.437 W 121 degrees 13.977
N 36 degrees 11.436 W 121 degrees 14.037

SECURITY PLAN

The "grow site" parcel is completely surrounded by my other ranch parcels (my ranch is composed of 14 parcels). My ranch is located on Thompson Canyon Road as the Private Road portion from where the County Road portion ends. There are two private properties between that location and where my ranch property line begins. There is a "locked gate" and "restricted access" where the County road portion ends. There is also a "locked gate" and "highly restricted access" at the gate past my two neighbors at the entrance to my ranch property. There is also a "locked gate" up to my grow site on my ranch property. In addition it is important to note that the "locked gates" also have Cal Fire locks which were given to me by a Cal Fire Chief years ago when I took him on a tour of my ranch and offered Cal Fire the use and access to my water storage tanks in the event that they needed my water for a firefighting operation.

In addition to the above. I have numerous “game cameras” on my ranch that can be addressed if the need arises.
Lastly, my neighbor out at the first “locked gate” keeps a Very Close Eye on who comes and goes through the gate.

GROW SITE ASSESSOR’S PARCEL NUMBER 420-063-014-000

In 2014 when I first started to cultivate medical grade cannabis under the California Medical Marijuana Initiative. I knew that my desired “grow site” was near the corner point of two of my separate APNs. So I studied two topographical maps of the 14 APNs of my ranch and decided from that analysis the location of my grow site.
When the time came in 2020 (which was the last year of my cannabis production) for me upon applying for the County Outdoor Cannabis Cultivation Pilot Program I ordered as one of the Pilot Program requirements a “Site Plan / Map” from Whitson Engineering. During the professional surveying of my grow site the head engineer informed me that I had “missed the corner of the two APNs by about 12 feet !”. So when it came time to update my Site Plan / Map for the Special Treatment Area I instructed Whitson Engineering to clearly designate the one grow plot split by the two parcels as “NO CANNABIS CULTIVATION IN PLOT 2”. I made this decision based on the fact that I wanted the Special Treatment Area to only apply to one of my APNs = 420-063-014-000.
As I move forward with my project my intention is to cultivate Milkweed in the one non-cannabis plot for the benefit of the wild monarch butterflies on my ranch that use Milkweed as a host plant.

SPECIAL TREATMENT AREA PLN190243

TITLE 21 SECTION 21.69.060

C. “Outdoor …setback requirements.”
1. The nearest school is King City High School which is 5.7 miles due east of the site.
2. The nearest public road is the end of Thompson Canyon Road as a county road 2.5 miles northeast of the site.
3. There are no offsite structures within 250 feet of the site.
4. Statement per Denise Duffy & Associates, Inc. (Biological Assessment Firm)
“The project site is not located within 150 feet of any stream or river. The closest water body is an ephemeral stream mapped as riverine by the National Wetland Inventory and as ephemeral stream by the National Hydrography Dataset located approximately 250 feet north of the project site (USFWS, 2025a,
USGS, 2025). This ephemeral stream is not a perennial water source and only conveys water immediately following precipitation events.”

D. “Exceptions to setbacks.”
No exceptions applicable to the site.

E. “Outdoor cultivation…provisions of the General Plan.”

Cultivation occurred at the site from 2014 through the Fall of 2020.

H. “In no case shall a building…onsite.”
No dwelling(s) on the site.

I. “No visual indications…cannabis activities.”
The cultivation site is located on a parcel completely surrounded by private parcels as a whole.

J. “The canopy of outdoor cultivation…one lot.”
The cultivation site of 20,000 square feet is within a parcel of 120 acres = 0.004%.

K. “Security measures…criteria for the site.”
The site is located 2.5 miles from the nearest public road with three locked gates with highly restrictive access and completely surrounded by private property.

L. “Pesticides and fertilizers…as applicable.”
Cultivation is natural (organic) with the use of no pesticides, herbicides, fungicides, and insecticides. No organically based fertilizers are stored at the site.

N. “All necessary fire prevention…maintained onsite.”
All locked gates have Cal Fire padlocks and Cal Fire has access to water storage tanks if needed.

O. “Adequate water supply…supply source.”
The ranch property including the cultivation site irrigation water source is a natural year round spring. Natural ranchland springs flows vary with the seasons. As of October 2025, the spring is generating 1,560 gallons of water per day. In addition to the natural spring there is an artesian water source that generates
an additional 60 gallons of water per day. Total daily water generated is 1,620 gallons.

P. “All necessary waste water…shall be provided.”
The cultivation site does not generate waste water with the use of highly water efficient micro-sprinklers.

Q. “The following additional plans…during operation.”
1. “A water management plan…water offset.”
Highly efficient micro-sprinklers are utilized for cultivation irrigation on a once-every-other-week basis. The cultivation period generally is May through October.
May and June = 378 plants x 6 gallons per plant = 2,268 gallons x 4 weeks = 9,072 gallons (151 average gallons per day).
July and August = 378 plants x 9 gallons per plant = 3,402 gallons x 4 weeks = 13,608 gallons (226 average gallons per day).
September and October = 378 plants x 12 gallons per plant = 4,536 gallons x 4 weeks = 18,144 gallons (302 average gallons per day).
In addition to the cultivation irrigation requirements the ranch sustains a vibrant and diverse wildlife population. Personal records indicate that the wildlife population requires approximately 123 gallons daily.
Recap:
May and June = cannabis irrigation = 151 gallons daily
wildlife sustainability = 123 gallons daily

total = 274 gallons daily
July and August =cannabis irrigation = 226 gallons daily
wildlife sustainability = 123 gallons daily
total = 349 gallons daily
September and October = cannabis irrigation = 302 gallons daily
wildlife sustainability = 123 gallons daily
total = 425 gallons daily

Note: The natural spring and artesian water sources generate approximately 1,620 gallons per day.

Note: The ranch property has a total water tank storage capacity of 83,200 gallons.

2. “Information regarding storm water…offsite.”

The site is located well above any stormwater events. The use of highly efficient micro-sprinklers eliminates any waste water concerns.

3. “A storage and hazardous response…on site.”

No hazardous materials used on site.

4. “All power…power source.”

Cultivation is naturally sun-grown with no power sources on site.

5. “A cannabis waste…composting facility.”

No composting on site.

PROJECT DATA SUMMARY :

1. PARCEL SIZE: APN 420-063-014 120 AC±
2. GENERAL PLAN LAND USE DESIGNATION: PERMANENT GRAZING 10-160 AC MIN.
3. ZONING DESIGNATION: PG/40
4. LOT COVERAGE: NA
5. REQUIRED AND PROPOSED PARKING COUNTS: NA
6. 10 EXISTING GROW SITES (CANOPY AREA*) = 3,600± SQ. FT.
   (6-3X3 AND 3-3x4 SITES)
   (A) PROPOSED GROW SITE (CANOPY AREA) = 14,112± SQ. FT.
   (288 SITES)
   TOTAL GROW AREA (CANOPY AREA) = 18,522± SQ. FT.

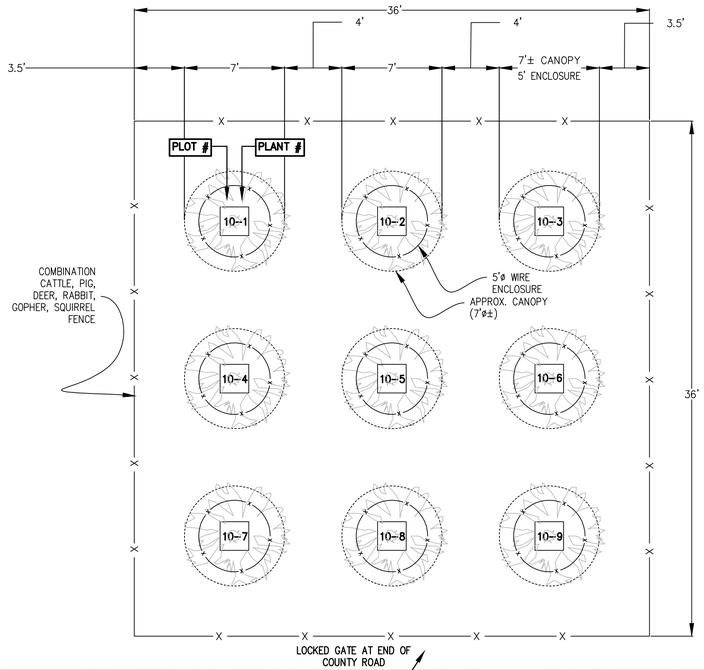
   * BASED UPON 7'± DIAMETER CANOPY AREA = 49 SQ. FT. PER PLANT
7. ESTIMATED WATER USE: 108,864 GALLONS SEASON MAY-NOV (24 WEEKS)
   (378 PLANTS AT 12 GALLONS/PLANT/WEEK AT FULL MATURITY).
   IRRIGATION SYSTEM SHALL BE WATER EFFICIENT MICROSPRINKLERS.
8. WATER SUPPLY: NATURAL SPRING AND ARTESIAN WELL.
9. 3 LOCKED GATES BETWEEN COUNTY ROAD AND SITE. ALL EQUIPPED WITH CALFIRE LOCKS.

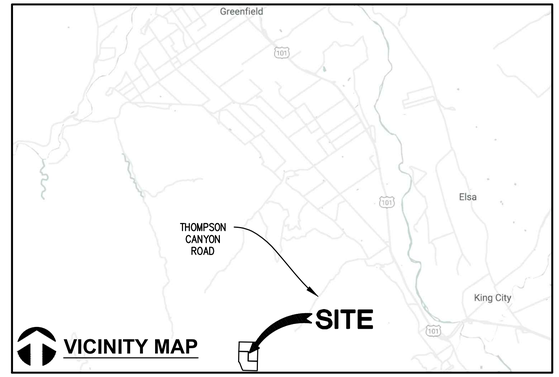
LEGEND

- 100 — GROUND CONTOUR
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING DIRT RANCH ROAD (PRIVATE ROADS)
- HB — HOSEBIB
- IRR — IRRIGATION LINE
- WATER TANKS
- LOCKED GATE
- 7 — PLANT PLOT NUMBER
- TREE DRIP LINE
- AREAS OF 25%+ SLOPE

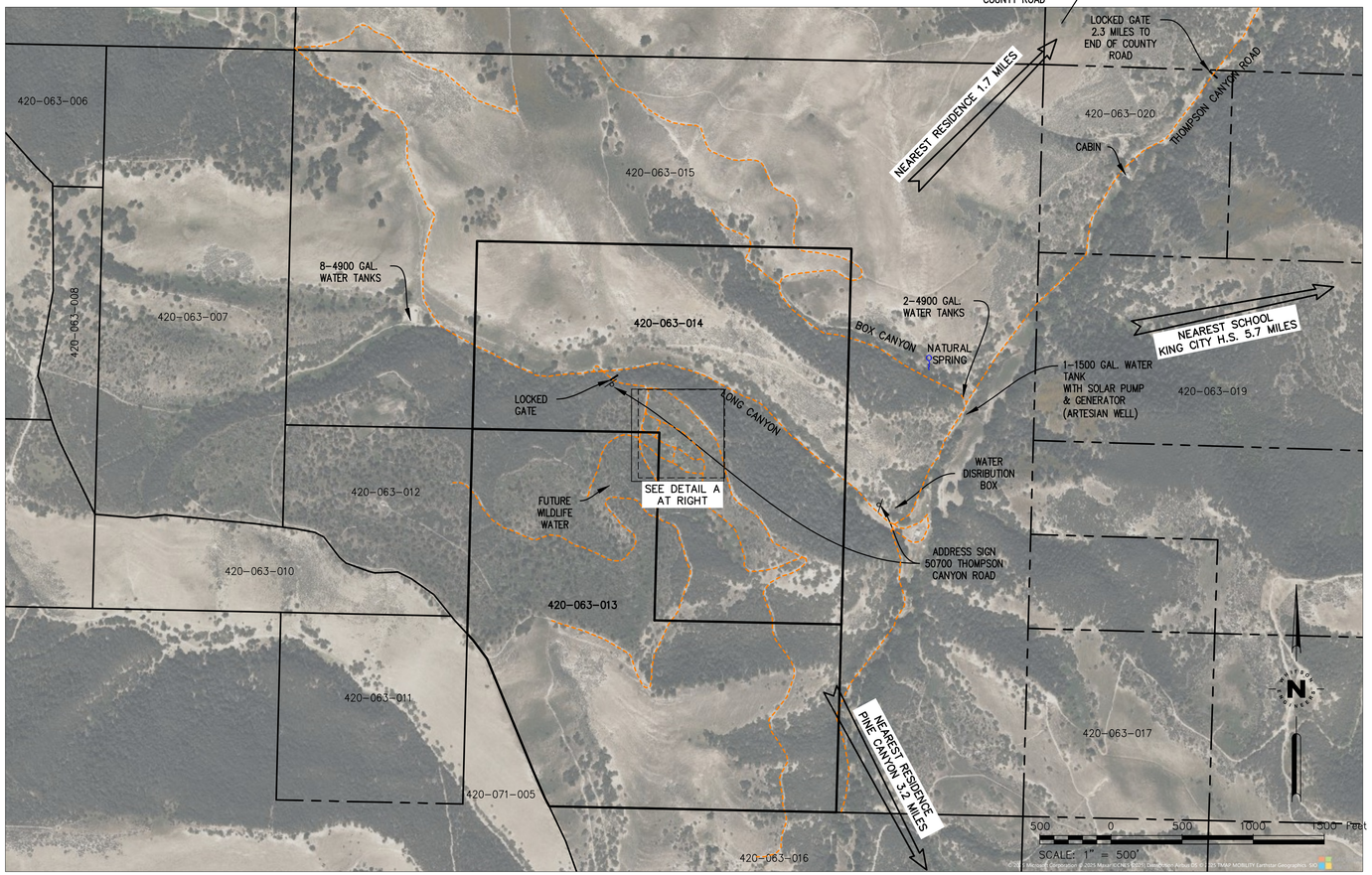
DETAIL B TYPICAL PLANT PLOT & TRACKING IDENTIFICATION

SCALE 1" = 5'



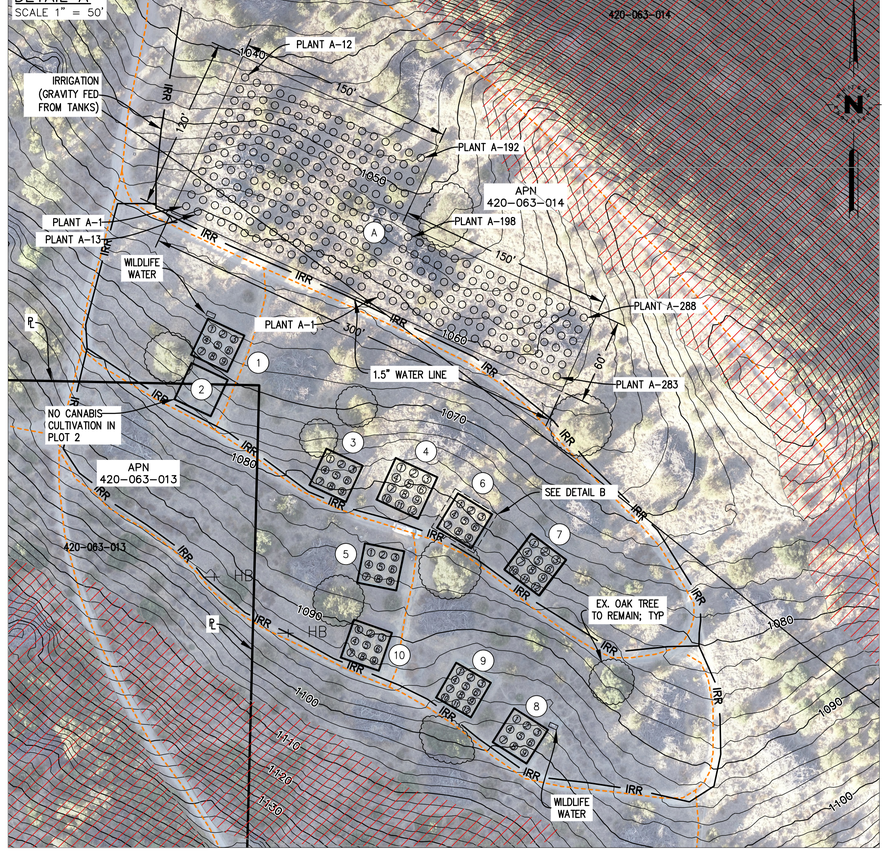


VICINITY MAP



DETAIL A

SCALE 1" = 50'



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831-649-5225
whitsonengineers.com

Whitson ENGINEERS

REGISTERED PROFESSIONAL ENGINEER RICHARD P. WEBER No. 55219 CIVIL STATE OF CALIFORNIA

SUBMITTAL / REVISION		
1/2/2020	RPW	COUNTY APPLICATION
6/5/2025	RPW	COUNTY APPLICATION

APPLICATION MAP - SPECIAL TREATMENT AREA OUTDOOR CANNABIS CULTIVATION

50700 THOMPSON CANYON ROAD, KING CITY, CA

APN 420-063-014

SCALE:	AS SHOWN
DRAWN:	RPW
JOB No.:	4132.00
SHEET	1 OF 1

T:\Monterey Projects\4132 - Cumming\CAD\4132 APPLICATION MAP v2.dwg Jun 05, 2025 - 4:09pm rweber

0 1 2 INCHES 3

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Attachment J

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

Resolution No: 10 – 312

a. Certify the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis for the September Ranch Subdivision Project;
b. Reaffirm the Board of Supervisor's 2006 passing score for the Project, based on the Findings and Evidence;
c. Approve the Combined Development Permit for the September Ranch Subdivision Project consisting of 73 market-rate and 22 affordable lots (15 inclusionary and 7 deed-restricted workforce lots) based on the Findings and Evidence and subject to the recommended conditions of approval; and
d. Adopt the Mitigation Monitoring and Reporting Plan.

(September Ranch - PC95062 / PLN050001, September Ranch Partners, Carmel Valley Road, Carmel Valley, Carmel Valley Master Plan)

The Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis (EIR SCH# 1995083033) for the September Ranch Subdivision project application (PC95062 / PLN050001), scoring for the Project, and the September Ranch Combined Development Permit came on for public hearing before the Monterey County Board of Supervisors on November 9, 2010. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors finds and decides as follows:

FINDINGS

1. **FINDING:** **PROJECT BACKGROUND.** The September Ranch Partners Combined Development Permit, as described in Condition #1 in **Exhibit** 1, attached, consists of: 1) a Preliminary Project Review Map and Vesting Tentative Map (**Exhibit 2**) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819

protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse (hereafter "the Project"). The Project comes before the Board of Supervisors following the preparation of the Final Revised Water Demand Analysis, as described below.

EVIDENCE: a) On June 16, 1995, September Ranch Partners filed an application for a Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of 902 acres creating 100 market rate units, 17 inclusionary housing units, a lot for the existing equestrian facility, and open space. The application was deemed completed on July 13, 1995. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

b) On December 1, 1998, the Board of Supervisors approved the Combined Development Permit (PC95062, September Ranch Partners) consisting of a preliminary Project Review Map, a Vesting Tentative Map to allow the division of an 891-acre parcel creating 94 market rate units, 15 inclusionary housing units, a 20.2 acre lot for the existing equestrian facility (with one employee unit), and 791 acres of open space. The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) The approval was challenged in court by *Save Our Peninsula Committee et al.* and *Sierra Club et al.* The Superior Court of Monterey County (Nos. M42412 and M42485) held that the EIR was legally inadequate under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* In 2001, the Sixth District Court of Appeal affirmed a Superior Court determination that additional analysis was needed with respect to water supply baseline, water rights, water-related mitigation, and growth-inducing impacts. In Resolution No. 01-374, the Board of Supervisors vacated its December 1998 certification and approval.

d) The County took a fresh look at the Project and all potential impacts and prepared a Revised EIR. On December 12, 2006, the County Board of Supervisors adopted Resolution No. 06-363 certifying a Revised Environmental Impact Report on the September Ranch

Subdivision ("Revised EIR"), adopting a passing score, approving a Combined Development Permit for the September Ranch Subdivision Project, and adopting the associated Mitigation Monitoring and Reporting Plan. The project approved under the Combined Development Permit consisted of the 73/22 Alternative as identified in the Revised EIR as modified by the Board following public hearing. The Combined Development Permit included approval of a Vesting Tentative Map for the subdivision of 891 acres into 73 market-rate residential lots, 15 inclusionary housing lots and 7 workforce housing lots. (Board of Supervisors' Resolution No. 06-363). A copy of Board of Supervisors' Resolution No. 06-363 (without the conditions of approval which were Exhibit B-1 to that resolution) is attached to this resolution as **Exhibit 3** and incorporated herein by reference.

e) The approval was challenged in court by *Sierra Club et al.* and *Helping Our Peninsula's Environment.* (Monterey County Superior Court Case Nos. M82632 and M82643.) In September 2008, the Superior Court of Monterey County entered judgment finding that the EIR was legally sufficient under the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* except as to issues of water demand, water cap, and cumulative impacts as to water demand. A Peremptory Writ of Mandate, signed by the judge on December 23, 2008 and signed by the Court's Clerk on January 23, 2009, was issued requiring the County to vacate the certification of the Revised EIR, void the approvals of the Project, and take no further action on the Project "without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes water demand, water cap, and cumulative impacts as to water demand." (Peremptory Writ of Mandate (Nos. M82632 and M82643).) A copy of the Peremptory Writ of Mandate is attached hereto as **Exhibit 4** and incorporated herein by reference.

f) In compliance with the Judgments Granting Peremptory Writs of Mandate, issued by the court on September 16, 2008 and September 30, 2008 (Monterey County Superior Court Case Nos. M82632 and M82643), the Board of Supervisors rescinded Resolution No. 06-363, thereby vacating the certification of the Final Revised EIR and voiding the approval of permits and entitlements for the September Ranch Project (Board of Supervisors' Resolution No. 09-356.).

g) The County has prepared the Revised Water Demand Analysis, fulfilling the Court's direction for analysis of water demand, water cap, and cumulative impacts as to water demand. The Revised Water Demand Analysis makes the following changes to the Revised EIR:

- Replaces the Revised EIR's water demand analysis, which consists of the two full paragraphs and table (Table 4.3-5) immediately following the heading "Less than Significant Impact – Substantially Degrade Groundwater or Interfere with Groundwater

Recharge" within the Water Supply and Availability Chapter on pages 4.3-41 to 4.3-42 of the Recirculated Portion of the Draft Revised EIR;

- Replaces Master Response 17 in the July 2006 Final EIR on pages 3-15 to 3-19.
- Updates Table 5-1 and some accompanying text within the Cumulative Impacts Analysis Section (Section 5.1.1) on pages 5-2 and 5-3 of the Recirculated Portion of the Draft Revised EIR.

The document entitled "Revised Water Demand Analysis: 2009 Recirculated Portion of the Final Revised Environmental Impact Report" was circulated for public comment from August 11, 2009 through September 28, 2009. The Final Revised Water Demand Analysis, which contains responses to comments on the Revised Water Demand Analysis, was released to the public on August 27, 2010. Additional Errata to the Final Revised Water Demand Analysis were distributed on October 29, 2010 and are made a part of the Final Revised Water Demand Analysis. The Final Revised Water Demand Analysis, together with the Final Revised EIR which the court has held contains a legally sufficient discussion on all other issues, provides the environmental review of the Project.

h) The application filed in 1995 remains on file; the proposed project is substantially consistent with the application deemed complete in 1995. The Project analyzed in the Revised Water Demand Analysis is the 73/22 Alternative that was approved by the Board in 2006; the applicant is no longer pursuing the larger version of the project.

2. **FINDING:** **CONSISTENCY.** The Project, as conditioned, is consistent with applicable provisions of the Monterey County General Plan, Carmel Valley Master Plan, Monterey County Zoning Ordinance (Title 21 of the Monterey County Code), Monterey County Subdivision Ordinance (Title 19 of the Monterey County Code), Monterey County Code 18.46.040, Monterey County Inclusionary Housing Ordinance, Air Quality Management Plan and Transportation Plans & Policies.

EVIDENCE: a) The project site is located on Carmel Valley Road (Assessor's Parcel Numbers 015-171-010-000, 015-171-012-000, 015-361-013-000, and 015-361-014-000), Carmel Valley in the County of Monterey.

b) The evidence from Finding 1 (Consistency) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

c) The County of Monterey adopted a new General Plan for the inland unincorporated area of the County on October 26, 2010 that will take effect 31 days after its adoption. However, pursuant to Government Code Section 66474.2, the County is applying those ordinances, policies, and standards as of the date the application for the vesting tentative map was deemed complete (July 13, 1995). Therefore the 1982 General Plan and the ordinances in effect as of the completeness date apply.

d) Nothing in the Final Revised Water Demand Analysis or Additional Errata changes the consistency analysis and conclusions contained in Finding 1 of Resolution No. 06-363.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

3. **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. Zoning violation abatement costs, if any, have been paid.

EVIDENCE: a) Staff reviewed Monterey County Planning Department and Building Services Department records and is not aware of any violations existing on subject property.

b) Staff conducted site visits on March 16, 2005 and July 25, 2006 to verify that the project on the subject parcel conforms to the plans submitted under PLN050001.

c) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

4. **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 proposed development has been reviewed by the Monterey County RMA – Planning Department, Water Resources Agency, Public Works Department, Environmental Health Bureau, Parks Department, Housing and Redevelopment Agency, Sheriff's Office and the Carmel Valley Fire Protection District as part of the project design and environmental review process. The respective departments 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 or in the County in general.

b) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

c) In order to construct internal access roads, the project proposes grading over slopes in excess of 30 percent. Therefore, the project requires the granting of a Use Permit to allow development on slopes of 30 percent or more (Monterey County Code Section 21.64.230).

See Finding 6.

d) Up to approximately 34.90 acres of Monterey pine/Coast live oak forest habitat will be impacted for construction of roads, utilities, and building pads. Therefore, the project requires a Use Permit for tree removal (Monterey County Code Section 21.64.260.D). See Finding 5.

e) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and Additional Errata dated October 2010.

f) Preceding and following Findings and supporting evidence.

5. **FINDING:** **TREE REMOVAL.** The tree removal is the minimum required under the circumstances of the case. The removal will not involve a risk of adverse environmental impacts, as fully described in Monterey County Code Section 21.64.260.D.5, such as soil erosion, impacts to water quality, ecological impacts, increases in noise pollution, reductions in the ability of vegetation to reduce wind velocities, or significant reductions in available habitat.

EVIDENCE: a) The evidence from Finding 3 (Tree Removal) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.

b) In place of the 8th evidence of Finding 3 (Tree Removal) in Resolution 06-363, the Board finds as follows: "The tree removal under the Proposed Project, the 73/22 Alternative, involves five percent of the oak trees and two percent of the Monterey pine trees found on the project site."

6. **FINDING:** **30 PERCENT SLOPES.** The proposed development on over 30 percent slopes better achieves the goals, policies, and objectives of the Monterey County General Plan and Carmel Valley Master Plan than other development alternatives consistent with CVMP Policy 26.1.10.1. There is no feasible alternative which would allow development to occur on slopes of less than 30 percent.

EVIDENCE: The evidence from Finding 5 (30 Percent Slopes) in Resolution 06-363 is incorporated herein by reference.

7. **FINDING:** **TENTATIVE MAP** – None of the findings in Section 19.05.055.B of the Monterey County Code Title 19 (Subdivision Ordinance) can be made.

EVIDENCE: a) The evidence from Finding 6 (Tentative Map) in Resolution 06-363 is incorporated herein by reference except as amplified by the Final Revised Water Demand Analysis dated August 2010 and Additional Errata dated October 2010.

8. **FINDING:** a) **INCLUSIONARY HOUSING.** In approving the vesting tentative map, the decision-making body has balanced the housing needs of the County against the public service needs of its residents and available

fiscal and environmental resources. The applicant is required to comply with provisions of Monterey County's Inclusionary Housing Ordinance.

EVIDENCE: The evidence from Finding 8 (Inclusionary Housing) in Resolution 06-363 is incorporated herein by reference.

9. **FINDING:** **RECREATIONAL REQUIREMENTS.** The applicant will be required to comply with the recreational requirements of Title 19, Section 19.12.010.

EVIDENCE: The evidence from Finding 9 (Recreational Requirements) in Resolution 06-363 is incorporated herein by reference.

10. **FINDING:** **SITE SUITABILITY.** The site is physically suitable for the proposed development.

EVIDENCE: The evidence from Finding 10 (Site Suitability) in Resolution 06-363 is incorporated herein by reference.

11. **FINDING:** **PRELIMINARY PROJECT REVIEW MAP.** The Board of Supervisors finds based on substantial evidence that Project complies with the requirements of Monterey County Code Section 19.07.025.H.

EVIDENCE:
a) See Findings 7 and 12 and associated evidence.
b) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, and Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and Additional Errata dated October 2010.

12. **FINDING:** **SCORING.** The final score of 708.8 out of 970 possible points, with a score of greater than 50% for each category, is based upon the project consisting of 73 market rate and 22 affordable units. No modifications to the project have been made since December 2006. The changes to conditions of approval and new conditions of approval reinforce the limitations on water used for landscaping; therefore, the Board of Supervisors reaffirms the score.

EVIDENCE:
a) This hearing on the scoring has been duly noticed in accordance with County regulations.
b) In compliance with the Peremptory Writ, the Board rescinded Resolution 06-363 (Board Resolution 09-356), thereby resulting in voiding all approvals including the scoring.
c) The evidence from Findings 11-11j (Scoring) in Resolution 06-363 is incorporated herein by reference except as amplified and/or revised herein.
d) The analysis in the Final Revised Water Demand Analysis dated August 2010 and Additional Errata dated October 2010 confirms the scoring because the analysis supports the conclusion that the project will live within its projected water demand of 57.21 acre-feet per year.
e) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006 and the Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and

Additional Errata dated October 2010 for PC95062 and PLN050001.

f) The application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development are found in Project Files PC95062 and PLN050001.

g) The overall score is based on the scores set forth in the following Scoring Results Summary Table:

Category	Possible Score	1998 LUAC Score	50% of Possible Points Met? (Y/N)	Score Recommended by Staff	Modified Score	50% of Possible Points Met? (Y/N)
1. Land Use	200	156	Y	194	156	Y
2. Rural/Visual	210	186	Y	205	186	Y
3. Water/Hydrology	85	36	N	45	45	Y
4. Traffic	210	141.8	Y	172	141.8	Y
5. Noise	10	10	Y	10	10	Y
6. Geology	90	49	Y	90	49	Y
7. Ecology	105	66	Y	90	66	Y
8. Cultural Resources	10	0	N	10	10	Y
9. Public Services	20	17	Y	20	20	Y
10. Hazards	30	23	Y	25	25	Y
Totals	**970**	**684.8**	**2 NO**	**861**	**708.8**	**0 YES**

13. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS CIRCULATED.** A Revised Water Demand Analysis on the Recirculated Portion of the Final Revised Environmental Impact Report, dated August 2009, was distributed to responsible agencies, trustee agencies, other departments and agencies, and interested parties including the State Clearinghouse (SCH#1995083033) in accordance with the California Environmental Quality Act. The public comment period for this document was from August 11, 2009 to September 28, 2009.

EVIDENCE:

a) A Notice of Completion, dated August 10, 2009, was sent to the State Clearinghouse, along with copies of the Draft Revised Water Demand Analysis, which were circulated to State agencies.

b) A Notice of Availability was published, mailed to interested parties and property owners within 300 feet of the project boundaries, and was provided to the Carmel Valley Library and the City of Carmel-by-the-Sea Library.

c) Administrative record including material in Planning Department files PC95062 and PLN050001.

d) This finding supplements Finding 16 (Draft Revised EIR Circulated) in Board of Supervisors Resolution No. 06-363.

14. **FINDING:** **DRAFT REVISED WATER DEMAND ANALYSIS COMMENTS.** Comments on the Draft Revised Water Demand Analysis were received from agencies and interested parties.

EVIDENCE: Administrative record including material in Planning Department files

PC95062 and PLN050001.

15. **FINDING:** **FINAL REVISED EIR RELEASED.** On August 27, 2010, the Final Revised Water Demand Analysis was released to the public, responsible agencies, trustee agencies, other departments and agencies, and interested parties which responded to significant environmental issues raised in the comments. The Final Revised Water Demand Analysis responds to all significant environmental issues raised in the comments on the Revised Water Demand Analysis and includes a list of commenters, all comment letters, and minor revisions to the Final Revised Water Demand Analysis made in response to the comments. Additional Errata to the Final Revised Water Demand Analysis were released to the public on October 29, 2010. The Additional Errata document is incorporated into and made a part of the Final Revised Water Demand Analysis.

EVIDENCE: Administrative record including material in Planning Department files PC95062 and PLN050001.

16. **FINDING:** **BOARD OF SUPERVISORS RESOLUTION 06-363.** The Findings and the associated Evidence in Board of Supervisors Resolution No. 06-363 in relation to the environmental review conducted under the California Environmental Quality Act (CEQA) and the findings under CEQA, specifically Findings 12 through 32 and associated evidence of Resolution No. 06-363, are incorporated herein by reference, except as amplified and revised by the findings in this resolution relating to water demand, water cap and cumulative impacts as to water demand.

EVIDENCE: The Judgments entered in Case No. M82632 and Case No. M82643 declare that the revised EIR certified by the Board of Supervisors in 2006 contains a legally adequate discussion on all issues other than water demand, water cap, and cumulative impacts as to water demand.

17. **FINDING:** **ENVIRONMENTAL IMPACTS FOUND TO BE LESS THAN SIGNIFICANT - WATER DEMAND AND WATER CAP.** The County has systematically reanalyzed the water demand for the Project in light of the Superior Court writ issued in *Sierra Club, Save Our Carmel River, Patricia Bernardi v. County of Monterey Board of Supervisors* and *Helping Our Peninsula's Environment v. County of Monterey* (Monterey County Superior Court Case Nos. M82632 and M82643). To conduct the analysis, the County computed the estimated indoor and outdoor water use for three hypothetical homes/lots within September Ranch, taking into account (a) conditions of approval formulated specifically to reduce each lot's water consumption, (b) County and District ordinances concerning water use, and (c) the new Model Water Efficient Landscape Ordinance prepared by the State Department of Water Resources, Cal. Code Regs., tit. 23, § 490 et seq. The County compared the resulting demand figures against consumption within neighboring large-lot subdivisions in the

Carmel Valley, and evaluated the County and District enforcement capabilities for ensuring the subdivision will remain within a fixed annual quantity of no more than 57.21 acre-feet per year (AFY). The Revised Water Demand Analysis and other documents in the record demonstrate to the Board of Supervisors' satisfaction that, subject to the recommended conditions of approval, the September Ranch Project will consume no more than 57.21 AFY. This finding supplements Finding 25b (Water Supply and Availability (REIR Chapter 4.3)), Finding 25b (ii) (Water Demand), and Finding 25b (iii) (Treatment Water) in Board of Supervisors Resolution No. 06-363.

EVIDENCE: a) In Resolution 06-363, Finding 25b (iv) (c) (Impact Conclusions – The project will not use water in a wasteful manner) shall be revised to read "...Relevant Conditions of Approval include but are not limited to Conditions 33, 40, 41, 45, 46, 107, 108, 110-112, 120, 122-124, 146, and 148, and 188-190."

b) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-1) shall be revised to add the following text at the end of the paragraph: "In addition to meeting all reporting requirements of MPWMD, the reports will separately detail the number of active connections of employee, inclusionary and market-rate houses, the monthly water use (interior, exterior and combined) for each connection, the permitted water amount for the lot, based on the fixture unit count, identification of whether the home at each connection is under construction or has completed construction and is accepting routine water service. Upon request of RMA – Planning Department or MPWMD, the applicant, per the water system operator, shall make available the name and address information for any connection exceeding its permitted water limit; such disclosures will be made pursuant to a public nondisclosure agreement consistent with State constitutional privacy guarantees. If the quarterly water use reporting shows that the subdivision is exceeding its Pro Rata Expansion Capacity or a total of 57.21 AFY, RMA Planning will review individual water use to determine which lots are exceeding their permitted water amounts and will direct an enforcement action or actions as appropriate to correct the overuse. Such actions may be initiated against the applicant, the water system operator, the lot owners, or each of them."

c) In Resolution 06-363, Finding 25b (v) (Project Elements/Mitigations/ Conditions – Mitigation Measure 4.3-2) shall be revised in the second paragraph to read: "Related Conditions of Approval include but are not limited to Conditions 33, 45, 46, 108, 111, 112, 120, 122-124, 146, and 147, and 188-190."

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and Additional Errata dated October 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

17a. **FINDING:** **Interior Water Use.** The interior water use estimates were made pursuant to the Monterey Peninsula Water Management District (MPWMD) fixture count, using water-saving fixtures as required by recommended conditions of approval for the Project. The number of fixtures for the market-rate lots was estimated high (5 to 6 bathrooms) even though all homes would be single-family dwellings. To ensure that the homeowner will not cause an exceedance of the subdivision's water cap, no additional fixtures may be installed unless the property owner first obtains a water permit amendment approved by MPWMD (see Condition No. 189 in **Exhibit 1**).

17b. **FINDING:** **Exterior Water Use.** Exterior water use was estimated using the Maximum Applied Water Allowance as described in the Model Ordinance, which relies primarily on regional evapotranspiration rates and the square footage of landscaping and water features. This method is reliable for September Ranch lots because the square footage of landscaping and exterior water features for all types of lots is limited by a condition of approval. Further, the estimates are conservative because the Model Ordinance assumes medium water-use plants, while the Project is required to use drought-tolerant / low water-use plants. The exterior water demand will be accurate even taking into account individual watering habits because under the Model Ordinance, water efficient irrigation systems will be designed for each lot, with certification that they were installed as designed. For market-rate lots, the irrigation system must have controllers equipped with soil moisture sensors to avoid overwatering. In addition, no changes in type or location of landscaping or changes to the irrigation system can be made absent evidence demonstrating that the modifications will not result in either an increase in annual water use or a reduction in water use efficiency, and the landowner first obtains written concurrence from the RMA – Planning Department and MPWMD (see Condition Nos. 188-189 in **Exhibit 1**).

17c. **FINDING:** **Equestrian Center Water Use.** Water use for the equestrian center was based on demonstrated historical usage (3 AFY) and may not be increased (see Condition No. 45 in **Exhibit 1**).

17d. **FINDING:** **Water Treatment Loss.** The water treatment loss is estimated at a maximum of 10% of total water deliveries based on a condition requiring the lowest losses feasible, from 0 to 10%. Applicants submitted Kennedy/Jenks Consultants, Technical Memorandum No. 8, which discusses several treatment options capable of achieving the required loss percentage.

17e. **FINDING:** **Water Conveyance Loss.** The estimated conveyance loss percentage (7%) is higher than the standard loss estimated by MPWMD (5%), and is comparable to losses in neighboring subdivisions.

17f. **FINDING:** **Computation of Water Treatment and Conveyance Loss.** The

treatment and conveyance losses were computed as a function of total subdivision water deliveries according to MPWMD's standard formula.

17g. **FINDING:** **MPWMD Rule 11.** Pursuant to MPWMD regulations (Rule 11), if the lots' proportional share of the overall Project water limit is exceeded when more than half of the total allowed connections have been installed, MPWMD will not process new individual water permits until the system is brought back into compliance and credible expert analysis demonstrates that the system can and will remain in compliance into the future. Before the County will approve the final map for each phase, the applicant must demonstrate the subdivision water use is within MPWMD Rule 11 (see Condition No. 45 in **Exhibit 1**).

17h. **FINDING:** **Demand Data by Subdivision.** The market-rate homes in other large-lot subdivisions in the Carmel Valley have used, on average, somewhat more water than the average use estimated for market-rate homes in September Ranch (0.535 AFY)—i.e., Monterra Ranch (0.58 to 0.78 AFY including caretaker units), Tehama (0.48 to 0.76 AFY including caretaker units), Santa Lucia Preserve (0.43 to 0.66 AFY). Unlike September Ranch, however, these subdivisions have no maximum limits on area for irrigated landscaping and exterior water features other than the building envelope, which averages 1.3 acres or more. At September Ranch, the outside area for water use will be limited to less than 1/10 of an acre (4,275 square feet). This difference is substantial given that outside water use is often two to three times as much as interior use. Additional subdivision-specific conditions limit September Ranch water use relative to other subdivisions—e.g., Model Ordinance compliance, specific low-water fixture limits, limitations on the landscaped acreage (see Condition Nos. 20, 33, 123, 188, 189, and 190 in **Exhibit 1**).

17i. **FINDING:** **Enforcement.** The County will have sufficient means of enforcement to ensure water use at September Ranch remains at or below 57.21 AFY, including installing flow restrictors at homeowner cost if unauthorized fixture or landscaping changes are made; administrative citations; hearings; fines; and legal actions. These are in addition to the means available to MPWMD, which has committed to collaborating with the County on enforcement at September Ranch (see Condition Nos. 45, 146, 188, and 189 in **Exhibit 1**).

17j. **FINDING:** **Cumulative Impacts.** The court ordered the Board of Supervisors to not take "further action approving the project without the preparation, circulation, and consideration under CEQA of a legally adequate document adopted in compliance with CEQA which properly analyzes . . . cumulative impacts as to water demand." The Revised Water Demand Analysis affirms the cumulative impacts analysis in the Revised EIR based on (1) a determination that water use will be at or below 57.21 AFY, which was the measure of Project water demand in

the Revised EIR, and (2) there is no increase in water consumed by recently built and proposed future projects.

EVIDENCE: The following evidence supports Findings 17a through 17j inclusive:

- Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and Additional Errata dated October 2010.
- Administrative record including material in Planning Department files PC95062 and PLN050001.

18. **FINDING:** **FINDINGS PURSUANT TO CEQA GUIDELINES §15091.** The Board certifies that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects as identified in the Final Revised EIR. No new impacts have been identified.

EVIDENCE: a) The Administrative Record which includes the application, plans, and support materials submitted by the project applicant to the Monterey County Planning Department for the proposed development found in Project Files PC95062 and PLN050001.

b) See Findings 16 and 17-17j inclusive.

c) The Final EIR as supplemented by the Final Revised Water Demand Analysis evaluates the potential environmental impacts of the Project and recommends feasible mitigation measures to reduce impacts to a less than significant level. These measures are included as conditions of project approval as described in the record, in these findings, in Resolution No. 06-363, and as set forth in **Exhibit 1**.

d) The Compliance or Monitoring Action in Mitigation Measure 4.3-1 (Condition No. 146 in **Exhibit 1**) was modified in the Final Revised Water Demand Analysis and the Additional Errata dated October 2010. The mitigation measure, as modified, is equivalent or more effective in mitigating or avoiding the potential environmental impacts because the modifications clarify the specific reporting requirements for compliance with the water cap and provide enforcement actions to correct overuse.

e) In accordance with CEQA and the CEQA Guidelines, a Mitigation Monitoring and Reporting Plan (Exhibit 1) has been prepared for the Project. The Board is adopting a Mitigation Monitoring Reporting Plan as part of its action herein. See Finding 22.

f) Various documents and other materials constitute the record upon which the Planning Commission bases its findings and its recommendations. The location and custodian of these documents and materials is the Monterey County Resource Management Agency – Planning Department, 168 West Alisal Street, Salinas, California.

19. **FINDING:** **PLANNING COMMISSION HEARINGS.** The Planning Commission conducted a duly noticed public hearing on the Project on September 8, 2010 to consider the Final Revised EIR and the Project. Written and verbal public comment and staff input was received and

considered. The Planning Commission, by a vote of 6 to 4, recommended that the Board of Supervisors certify the Final Revised EIR, approve the Project, and adopt the Mitigation Monitoring and Reporting Plan.

EVIDENCE: a) A public notice for the hearing on the Project was published in the *Monterey County Herald* on August 29, 2010.

b) Public notices were mailed to the property owners within 300 feet of the project site and interested parties on August 25, 2010.

c) Public notices were posted in three different public places on and near the property at 10:30 a.m. on August 27, 2010. The notices were posted:

- On the property entry gate;
- On the address marker for the property on Carmel Valley Road;
- On the fence next to the bus stop near Brookdale Road.

d) Administrative record including material in Planning Department files PC95062 and PLN050001.

20. **FINDING:** **CERTIFICATION OF THE REVISED EIR.** The Board certifies that it has been presented with the Final Revised EIR as supplemented by the Final Revised Water Demand Analysis and that it has reviewed and considered the information prior to approving the Project and prior to making the findings and approvals contained herein. Pursuant to 14 Cal. Code Regs. §15090, the Board certifies that the Final Revised EIR as supplemented by the Final Revised Water Demand Analysis has been completed in accordance with the California Environmental Quality Act and the CEQA Guidelines contained at Title 14, California Code of Regulations. The Board certifies the Final Revised EIR as supplemented by the Final Revised Water Demand Analysis for the actions described in these findings. The Board further certifies that the Final Revised EIR as supplemented by the Final Revised Water Demand Analysis reflects its independent judgment and analysis.

EVIDENCE: a) The Final Revised Water Demand Analysis, which includes the Final Revised Water Demand Analysis dated August 2010 and Additional Errata dated October 2010, analyzes the issues of water demand, water cap, and cumulative impacts as to water demand. The Final Revised Water Demand Analysis, together with the Final Revised EIR dated July 2006 which has been held by the Monterey County Superior Court to contain a legally sufficient discussion on all other issues, comprises the Final EIR for the Project.

b) Various documents and other materials constitute the record upon which the Planning Commission bases its findings and its recommendations. The location and custodian of these documents and materials is the Monterey County Resource Management Agency – Planning Department, 168 West Alisal Street, Salinas, California.

21. **FINDING:** **RECIRCULATION NOT REQUIRED.** The Board of Supervisors has assessed all changes and new information identified from public

comments and staff investigation since circulation of the Revised Water Demand Analysis in August-September 2009, and based on the record as a whole finds that recirculation is not required.

EVIDENCE: a) Recirculation is generally not required when the only additional information clarifies or amplifies or makes insignificant modifications to the EIR, while recirculation would be required if there were significant new information showing a new significant environmental impact, a substantial increase in the severity of a previously identified environmental impact, a mitigation measure considerably different from others previously analyzed that would clearly lessen the project's environmental impacts but has not been adopted, or the draft was so fundamentally inadequate and cursory that it precluded meaningful public comment.

b) Minor changes and edits have been made to the text, tables and figures of the Revised Water Demand Analysis, as set forth in the Errata (pages 67–71 of the Final Revised Water Demand Analysis dated August 2010) and the Additional Errata dated October 2010. Most of the changes involved tightening the conditions of approval to provide further assurance that water use at September Ranch will remain within the forecasted estimates. These changes are principally requiring more details in the required water use reporting, further requirements for irrigation equipment and water-saving interior fixtures, prohibiting subdivision phase approval absent compliance with MPWMD's Pro Rata Expansion Capacity policy, ensuring County and MPWMD entry onto individual lots for monitoring and enforcement, prohibiting changes in installed landscaping or irrigation system absent evidence that the changes will not increase water use, and limiting the total area that may be used on each lot for irrigated landscaping and exterior water features. These changes reinforce the conclusion that water demand at September Ranch will not exceed 57.21 AFY, and thereby clarify or amplify the adequate analysis in the Revised Water Demand Analysis.

c) Additional data on water use in neighboring subdivisions has also been added to reflect acquisition of water use reports released since preparation of the Revised Water Demand Analysis, as well as correcting numerical errors and making minor adjustments to the data. This information is included in The Final Revised Water Demand Analysis dated August 2010 and the Additional Errata dated October 2010. The Board of Supervisors finds that these changes are of a minor, non-substantive nature and do not require recirculation of the Revised EIR.

d) Draft Revised EIR dated December 2004, Recirculated Draft Revised EIR dated February 2006, Final Revised EIR dated July 2006, Final Revised Water Demand Analysis dated August 2010, and Additional Errata dated October 2010.

e) Administrative record including material in Planning Department files PC95062 and PLN050001.

22. **FINDING:** **MITIGATION MONITORING REPORTING PLAN.** In accordance with CEQA and the CEQA Guidelines, the Board must adopt a mitigation monitoring and reporting plan to ensure that the mitigation measures adopted herein are implemented in the implementation of the approved project. By this resolution, the Board is adopting the Mitigation Monitoring and Reporting Plan attached to these findings as **Exhibit 1.**

23. **FINDING:** **BOARD OF SUPERVISORS HEARING.** On November 9, 2010, the Board of Supervisors conducted a duly noticed public hearing on the Project and the Final EIR as supplemented by the Final Revised Water Demand Analysis.

EVIDENCE: a) A public notice for the hearing on the Project was published in the Monterey County Herald on October 24, 2010.

b) Public notices were mailed to the property owners within 300 feet of the project site and interested parties on October 22, 2010.

c) Public notices were posted in three different public places on and near the property at on October 22, 2010. The notices were posted:

- On the "September Ranch" sign;
- On the fence west of the Ranch entry;
- On the fence next to the bus stop.

DECISION

NOW, THEREFORE, BE IT RESOLVED, that having independently reviewed and analyzed the Final Revised EIR as supplemented by the Final Revised Water Demand Analysis and other evidence in the record, the Board of Supervisors hereby:

a) Certifies the Final Revised Environmental Impact Report including the Final Revised Water Demand Analysis for the September Ranch Subdivision Project;

b) Adopts as conditions of approval all mitigation measures and other conditions set forth in attached **Exhibit 1**;

c) Reaffirms the Board of Supervisor's 2006 passing score for the Project;

d) Adopts these findings in their entirety as findings for these actions and approvals pursuant to CEQA Guidelines, 14 Cal. Code Regs. §15091 and other requirements;

e) Approves the Combined Development Permit for the September Ranch Subdivision Project consisting of 73 market-rate and 22 affordable lots (15 inclusionary and 7 deed-restricted workforce lots) subject to the recommended conditions of approval attached hereto as Exhibit 1. The Combined Development Permit encompasses the following permits and approvals: 1) a Preliminary Project Review Map and Vesting Tentative Map (**Exhibit 2**) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed-restricted workforce housing lots) for a total of 95 residential lots; a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); 300.5 acres of common open space (Parcels A & C); 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; 6.9 acres of open space reserved for future public facilities (Parcel B); annexation to the Carmel Area

Wastewater District for sewage disposal; 2) a Use Permit for the public/commercial use of the equestrian center & stables for a maximum of 50 horses and a maximum water use of 3.0 acre-feet per year; 3) a Use Permit for an on-site water system including new wells, backup well(s), booster pumps, water tanks and piping for fire suppression and residents of the subdivision; 4) a Use Permit for removal of a maximum of 819 protected Coast live oaks; 5) an Administrative Permit for up to 100,000 cubic yards of grading in an "S" (Site Plan Review) Overlay Zoning District for subdivision infrastructure and improvements including, but not limited to, development of roads, water tanks, water system, and drainage detention areas; 6) a Use Permit to allow development on slopes greater than 30 percent for affordable housing on Lots 5 through 11, subdivision infrastructure and subdivision improvements; and 7) an Administrative Permit for affordable housing, equestrian center caretaker unit/public office, a tract sales office and a security gatehouse; and

f) Approves the Mitigation Monitoring and Reporting Plan set forth in **Exhibit 1** attached.

PASSED AND ADOPTED on this 9th day of November, 2010, upon motion of Supervisor Armenta, seconded by Supervisor Calcagno, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas
NOES: Supervisors Parker, Potter
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 9, 2010.

Dated: December 2, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verification of Compliance (name/date)
30.		**PBDSP014 – OPEN SPACE (NON-STANDARD CONDITION)** Prior to the filing of the final map, the applicant shall request, in writing, that Parcels A, B, and C be rezoned to Open Space ("O"). **(RMA - Planning Department)**	Applicant shall submit an application to the County of Monterey to rezone the property and receive approval from the Board of Supervisors for the rezoning.	Engineer/ Owner/ Applicant	Prior to filing of Final Map(s)	
31.		**PBDSP015 – DEVELOPMENT IN CONSERVATION AND SCENIC EASEMENTS (NON-STANDARD CONDITION)** Development within conservation and scenic easements shall be limited to biological resource conservation, environmental mitigation, driveways and compatible common open space uses as determined by the Director of Planning prior to the issuance of building permits. **(RMA - Planning Department)**	Submit appropriate conservation and scenic easement deed to the Planning Department for review and approval by the Director of Planning. Record easement	Owner/ Applicant	Prior to recordation of the final map. Concurrent with final map	
32.		**PBDSP016 – NON-NATIVE INVASIVES (NON-STANDARD CONDITION)** Prior to filing the final map applicant shall submit CC&Rs for review and approval of the Director of Planning which prohibit introduction of nonnative invasive plant species within any portion of proposed lots (such as acacia, French or Scotch broom, pampas grass), and prohibit introduction of any nonnative species outside the development/building envelope. **(RMA - Planning Department)**	The terms of this condition shall be included on an additional sheet of the final map and in the CC&Rs. Submit CC&Rs to the Planning Department for review and approval.	Owner/ Applicant	Prior to recordation of final map.	

Permit Cond. Number	Mitig. Number	Conditions of Approval and/or Mitigation Measures and Responsible Land Use Department	Compliance or Monitoring Actions to be performed. Where applicable, a certified professional is required for action to be accepted.	Responsible Party for Compliance	Timing	Verification of Compliance (name/date)
36.		**PBDSP020 – PHASING (NON-STANDARD CONDITION)** Phasing of the project shall be in conformance with the policies in the Carmel Valley Master Plan. Construction of the first half of the inclusionary and workforce units shall be completed prior to the issuance of the 12th building permit being issued for market rate units. Construction of the second half of the inclusionary and workforce units shall be completed prior to the issuance of the 41st building permit being issued for market rate units. **(RMA - Planning Department)**	The Applicant shall submit the final maps in accordance with the policies in the Carmel Valley Master Plan and phased according to the condition. The applicant shall submit documentation to demonstrate that the inclusionary and workforce units are constructed prior to the issuance of the 12th and 41st building permits for market-rate homes.	Owner/ Applicant	Prior to recordation of final map. Prior to the issuance of building permits for market rate homes	
37.		**PBDSP021 – "B-6" COMBINING DISTRICT (NON-STANDARD CONDITION)** Prior to the filing of the final map, the applicant shall request in writing that the northerly 494 acres currently zoned "RDR/10-D-S-RAZ" be rezoned to "RDR/B-6-D-S-RAZ" and that the southerly 393 acres zoned LDR/2.5-D-S-RAZ be rezoned to LDR/B-6-D-S-RAZ. **(RMA - Planning Department)**	Applicant shall submit an application to the County of Monterey to rezone the property and receive approval from the Board of Supervisors for the rezoning.	Engineer/ Owner/ Applicant	Concurrent with each final map approval	
38.		**PBDSP022 – FENCING PARCELS (NON-STANDARD CONDITION)** Prior to filing the final map, applicant shall submit CC&Rs for review and approval of the Director of Planning which limit use of fencing to designated development envelopes, and prohibit fencing of parcel boundaries in order to maintain areas for wildlife movement. **(RMA - Planning Department)**	The terms of this condition shall be included on an additional sheet of the final map and in the CC&Rs. Submit CC&Rs to the Planning Department for review and approval.	Owner/ Applicant	Prior to recordation of the final map.	

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 John M. Phillips to:

a. Approve the Final Map for Phase 1 of the September Ranch Subdivision which includes dividing 540-acres of the total 891 acres into 40 parcels consisting of 33 conforming lots to be developed with market rate homes, a parcel for inclusionary housing (Parcel F), the equestrian parcel (Parcel E), public use parcel (Parcel B), open space parcels (Parcels A & D), park parcel (Parcel C), and a parcel for future Phase 2 which may be used for inclusionary housing (Parcel G);
b. Approve and accept a Conservation & Scenic Easement Deed conveyed to the County over Parcel "B" restricting that parcel to open space for future public facilities as required by Condition of Approval #3 of Combined Development Permit for the September Ranch Subdivision Project, and authorize the Chair to sign the Acceptance and Consent to Recordation;
c. Approve and accept a Conservation & Scenic Easement Deed conveyed to the County over those portions of the property outside of the building and/or development envelopes as required by Condition of Approval #3 of Combined Development Permit for the September Ranch Subdivision Project, and authorize the Chair to sign the Acceptance and Consent to Recordation;
d. Approve and accept an Irrevocable Offer to Dedicate to Monterey County and authorize the Chair to sign the Acceptance and Consent to Recordation for:
    1. "Parcel C" for park and recreational purposes (Condition #100);
    2. A twenty (20) foot public recreational trail easement over the westerly boundary of the September Ranch Subdivision to provide public access from Carmel Valley Road to Jacks Peak County Park (Condition #101); and
    3. "Parcel D" to be managed as part of Jacks Peak County Park in perpetuity (Condition #106);
e. Approve the Subdivision Improvement Agreement for Phase 1 of the September Ranch Subdivision and authorize the Chair to execute the Agreement and authorize the Chair to sign bank instructions for the $6.5M deposit made by Carmel Reserve LLC for Financial Security for the Subdivision Improvement Agreement;
f. Accept the Tax Clearance Letter;
g. Accept the Subdivision Map Guarantee;
h. Approve the Inclusionary Housing Agreement and Authorize the Director of County Housing and Community Development to execute the agreement; and
i. Direct the Clerk of the Board to submit the Final Map and other associated documents to the County Recorder for filing for record upon satisfactory proof of deposit of the financial security for the Subdivision Improvement Agreement, subject to the collection from the applicant of the applicable recording fees.

PASSED AND ADOPTED on this 8th day of December 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 December 8, 2020.

Dated: January 8, 2020
File ID: A 20-512
Agenda Item No.: 76

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

Joel G. Pablo, Deputy

Before the Board of Supervisors
County of Monterey, State of California

In the matter of the application of:
SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) (PLN110173)
RESOLUTION NO. 23-102
Resolution by the Monterey County Board of Supervisors:

1. Considering the Certified Final Revised Environmental Impact Report (SCH No. 1995083033) for the September Ranch Subdivision Project and find adoption of the General Plan amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162;
2. Adopting a resolution amending the Monterey County 2010 General Plan to reclassify the land use designation of:
    a. The northerly portion of Parcel A (APN: 015-172-013-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Open Space;
    b. The southerly portion of Parcel A (APN: 015-172-013-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - Acres/Unit to Open Space;
    c. All of Parcel B (APN: 015-172-015-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Open Space;
    d. All of Parcel C (APN: 015-172-016-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Open Space;
    e. The northerly portion of Parcel D (APN: 015-172-017-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Open Space;

f. The southerly portion of Parcel D (APN: 015-172-017-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 – 1 Acres/Unit to Open Space;
g. The northerly portion of Lot 22 (APN: 015-172-042-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Residential – Low Density 5 - Acres/Unit; and
h. The southerly portion of Lot 29 (APN: 015-172-049-000) and Lot 30 (APN: 015-172-050-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Residential – Rural Density 5+ Acres/Unit.

[Approximately 2.5 miles east of Highway 1 on the north side of Carmel Valley Road, between Canada Way and Valley Greens Drive, Carmel Valley (Assessor's Parcel Numbers: 015-172-017-000, 015-172-042-000, 015-172-049-000, and 015-172-050-000), Carmel Valley Master Plan.]

The SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC) General Plan amendment and rezone (PLN110173) came on for a public hearing before the Monterey County Board of Supervisors on March 21, 2023. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Monterey County Board of Supervisors finds and decides as follows:

RECITALS

WHEREAS, on November 9, 2010, by Resolution Number 10-312, the Board approved a Combined Development Permit (CDP) for the September Ranch Subdivision Project consisting of: (1) a Vesting Tentative Map (VTM) for the subdivision of 891 acres into 73 market-rate residential lots and 22 affordable housing lots (15 inclusionary and 7 deed restricted workforce housing lots) for a total of 95 residential lots; (2) a 20.2 acre existing equestrian facility and accessory structures related to that use (Parcel E); (3) 300.5 acres of common open space (Parcels A & C); (4) 242.9 acres of public open space for donation/dedication (Parcel D); 250.7 acres of private open space (conservation and scenic easement) on each lot outside of the building envelope; and (5) 6.9 acres of open space reserved for future public facilities (Parcel B); and

WHEREAS, on December 8, 2020, by Board Order, the Board of Supervisors approved the Final Map for Phase 1 of the September Ranch Subdivision which includes a dividing 540-acres of the total 891 acres into 40 parcels consisting of 33 conforming lots to be developed with

market-rate homes, a parcel for inclusionary housing (Parcel F), the equestrian parcel (Parcel E), public use parcel (Parcel B), open space parcels (Parcel A & D), park parcel (Parcel C), and a parcel for future Phase 2 which may be used for inclusionary housing (Parcel G); and

WHEREAS, in compliance with Monterey County Code Chapter 21.91 and Condition of Approval No. 30 of Board of Supervisors Resolution 10-312, the agent for the owner, Carmel Reserve LLC, filed a formal request to proceed with the General Plan amendment to redesignate Parcels A, B, C and D to "Open Space"; and

WHEREAS, as specified in, and approved by the September Ranch CDP, Parcels A and C are intended for common open space, Parcel B is intended for open space reserved for future public facilities and Parcel D is intended for public open space for donation/dedication. The current Land Use Designation of these parcels, as illustrated in Carmel Valley Master Plan Figure LU3, are *Residential – Rural Density 5+ Acres/Unit* and/or *Residential – Low Density 5 - Acres/Unit*; and

WHEREAS, in order to achieve consistency between the Land Use Designation of Parcels A, B, C and D to be consistent with the intended use, a General Plan amendment shall be approved to reclassify their Land Use Designation to *Open Space*; and

WHEREAS, as illustrated in Carmel Valley Master Plan Figure LU3, the Land Use Designation for Lots 22, 29 and 30 are *Residential – Rural Density 5+ Acres/Unit* and *Residential – Low Density 5 - Acres/Unit*. To avoid confusion during future development of these lots, the General Plan amendment includes cleaning up the designation so that each lot is wholly within a single land use designation; and

WHEREAS, on February 22, 2023, in accordance with Government Code sections 65358 and 65854 – 65857, as well as Monterey County Code Chapter 21.91, the Planning Commission held a duly noticed hearing to consider recommending to the Board of Supervisors on the following:

1. A resolution to redesignate Parcels A-D and Lots 22, 29 and 30 (Attachment 1); and
2. An ordinance (Attachment 2) to rezone Parcels A-E and Lots 1-33, 39, 40 and 73; and

WHEREAS, on November 9, 2010, the Board of Supervisors certified the Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project as memorialized in Board of Supervisors Resolution No. 10-312. Change of use, designation and zoning were anticipated and analyzed in this FEIR; and

WHEREAS, the Board of Supervisors has considered the Certified Final Revised Environmental Impact Report (FEIR) (SCH No. 19950803033) for the September Ranch Subdivision Project and finds adoption of the General Plan amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162; and

WHEREAS, at least 10 days before the public hearing before the Board of Supervisors, notices of the hearing were published in the Monterey County Weekly, provided to all those who requested notice, and were also posted on and near the project site.

DECISION

NOW, THEREFORE, be it resolved, based on the above recitals, the written and documentary evidence, the staff reports, oral testimony, and the administrative record as a whole, that the Board of Supervisors:

a. Considers the Certified Final Revised Environmental Impact Report (SCH No. 1995083033) for the September Ranch Subdivision Project and find adoption of the General Plan Amendment and rezone ordinance does not warrant a subsequent EIR pursuant to CEQA Guidelines Section 15162;
b. Adopts a resolution amending the Monterey County 2010 General Plan to reclassify the land use designation of:
    a. The northerly portion of Parcel A (APN: 015-172-013-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Open Space;
    b. The southerly portion of Parcel A (APN: 015-172-013-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - Acres/Unit to Open Space;
    c. All of Parcel B (APN: 015-172-015-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Open Space;
    d. All of Parcel C (APN: 015-172-016-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Open Space;
    e. The northerly portion of Parcel D (APN: 015-172-017-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Open Space;
    f. The southerly portion of Parcel D (APN: 015-172-017-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 – 1 Acres/Unit to Open Space;
    g. The northerly portion of Lot 22 (APN: 015-172-042-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Rural Density 5+ Acres/Unit to Residential – Low Density 5 - Acres/Unit; and
    h. The southerly portion of Lot 29 (APN: 015-172-049-000) and Lot 30 (APN: 015-172-050-000), as shown in Carmel Valley Master Plan Figure LU3, from Residential – Low Density 5 - 1 Acres/Unit to Residential – Rural Density 5+ Acres/Unit.

All in substantial conformance with the attached documents (**Exhibit 1**).

PASSED AND ADOPTED on this 21st day of March 2023, by roll call vote:

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

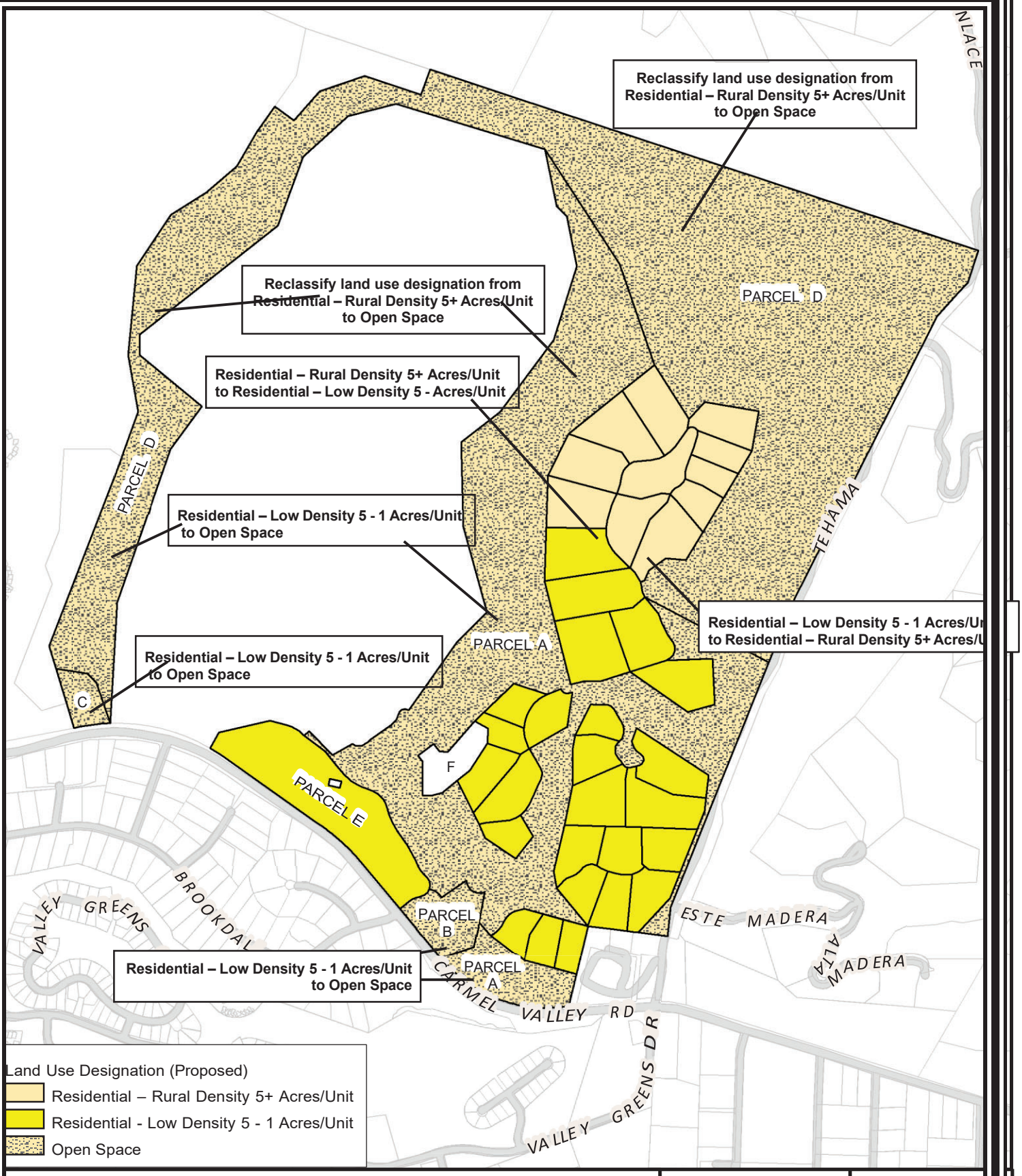
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on March 21, 2023.

Dated: March 24, 2023
File ID: A 23-044
Agenda Item No. 8

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy



Monterey County 2010 General Plan Amendment

PROJECT: PLN110173 SEPTEMBER RANCH PARTNERS

APN: 015-172-013-000, 015-172-015-000, 015-172-016-000, 015-172-017-000, 015-172-042-000, and 015-172-049-000

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Attachment K

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FENTON & KELLER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2801 MONTEREY-SALINAS HIGHWAY
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CAROL S. HILBURN
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MATTHEW D. FERRY
EMMANUEL PEREA JIMENEZ
REBECCA J. SAATHOFF
ALYSSA CARBONEL MATSUHARA
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OF COUNSEL
CHARLES R. KELLER
SARA B. BOYNS
TROY A. KINGSHAVEN

ALEX J. LORCA

ALorca@fentonkeller.com
ext. 258

June 5, 2025

VIA EMAIL (JENSENF1@COUNTYOFMONTEREY.GOV) AND US MAIL

Fionna Jensen
Principal Planner
County of Monterey Housing & Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Re: 115/117 Monterey Salinas Highway
Our File: 30386.26927

Dear Fionna:

Thank you again for our virtual meeting last Friday to discuss our client's property located at 115/117 Monterey Salinas Highway ("Property"), and the language to be used in designating it as a Special Treatment Area in the Central Salians Valley Area Plan.

As discussed, to facilitate the County's desire to use streamlined language to describe allowed uses and operations at the Property in the Special Treatment Area, we write to more fully memorialize the historic and ongoing uses of the Property so that they may be principally permitted and allowed at the Property going forward. To that end, please find enclosed photographs of the Property and the current uses and operations at the Property.

Also, historic uses at the Property can be generally described as: retail and commercial nursery and associated uses; landscape and landscaping materials (including ornamental) sales and supply; erosion control, soils amendments, property improvement materials sales and rentals; various prepackaged material sales; delivery operations; cultivation and agricultural related services and supplies; retail fruit and vegetable sales; related industry and seasonal events and sales such as Christmas trees; tree and gardening maintenance supplies; delivery truck and vehicle storage and parking; small scale ready mixed concrete batch plant and facility; associated administrative uses, including employee and customer parking.

Our client kindly requests this letter and its attachments be placed in County files related to the Property and the Special Treatment Area for reference in the future, if necessary.

Sincerely,

FENTON & KELLER
A Professional Corporation



Alex J. Lorca

AJL:moi
Enclosure: Photographs
cc: Don Chapin

115/117 Monterey Salians Highway
Enclosure to June 5, 2025 letter












Landscape Fabrics
ALLIANCE ADVANTAGE
LIGHTING SOLUTIONS


Graniterock


BELGARD


EXIT






BLOW-OUT
SALE
STORE
Bulk Materials
Aggregate Loading








NOW OPEN


NOW OPEN



Attachment L

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COUNTY OF MONTEREY

AGRICULTURAL COMMISSIONER'S OFFICE
JUAN HIDALGO, AGRICULTURAL COMMISSIONER/SEALER
1428 ABBOTT STREET – SALINAS, CALIFORNIA 93901
PHONE: (831) 759-7325 FAX: (831) 422-5003
countyofmonterey.gov/agcomm

MEMORANDOM

Date:	February 12, 2026
To:	Mary Israel, Supervising Planner, County of Monterey, HCD- Planning
	Fionna Jensen, Principal Planner, County of Monterey, HCD- Planning
From:	Nadia Ochoa, Agricultural Resources and Policy Manager, Agricultural Commissioner's Office
Subject:	Planning Project File No. PLN190243- Cumming (APN 420-063-014)- Special Treatment Area application for outdoor cannabis production

Thank you for the opportunity to review and comment on Planning Project File No. PLN190243. The project description is as follows:

> Amendment to the 2010 General Plan (South County Area Plan) to create a Special Treatment Area that would allow outdoor commercial cannabis cultivation (20,000 square foot canopy). The property is located at 50700 Thompson Canyon Road (PRIVATE ROAD), King City (Assessor's Parcel Number 420-063-014-000), Central Salinas Valley Area Plan.

The Agricultural Commissioner's Offices throughout California are often consulted with on establishment of proposed cannabis grows (indoor and outdoor grows) and any issues of incompatibility with other types of agricultural operations, such as row crops and vineyards. These potential conflicts include pesticide drift onto the cannabis plants from conventional farming, or cannabis taint onto the neighboring conventional farming operation. Cannabis is particularly sensitive because no pesticides are federally registered for use on cannabis, and in California, there is strict testing for pesticide residues on cannabis; with limited exceptions, any finding of pesticide residue on cannabis would render the cannabis contaminated and invalid for sale. The Agricultural Commissioner's Office, when consulted on proposed land use applications for cannabis grows, provides a case-by-case analysis with suggested protection measures, such as integrating field management and spatial strategies.

The following is the analysis for the subject planning application (PLN190243) with recommended considerations:

The applicant proposes a total of approximately 20,000 square feet (less than 0.5 of an acre) of canopy area in an outdoor cannabis grow operation on a property of approximately 120 acres designated as Permanent Grazing. In reviewing the subject site and surrounding registered agricultural operations, we find the nearest row crop operation to the northwest is approximately two miles away and a vineyard operation is approximately three miles away to the east of the subject site. It is the opinion of this office that the location of the proposed cannabis grow is relatively isolated, due to topography and distance from conventional farming operations, reducing the potential risk of pesticide drift. Our office has no

additional recommendations at this time. However, it is important to remember that agricultural operations in the area may change in the future and additional protective measures should be considered at that time by both the cannabis operator and neighboring agricultural operations to prevent incompatibility issues. Below is a list of preventive measures to consider:

- Vegetation and/or fencing screening.
- Implementation of planting setbacks between cannabis and other conventional commodities to increase proximity distances.
- If applicable, for indoor grows, closing vents of cannabis greenhouses/buildings during conventional agricultural neighbor's application of chemicals.
- Careful consideration should be given to the type of pesticide application equipment used to reduce drift potential, including proper equipment calibration and appropriate nozzle size.
- Environmental factors must be taken into account prior and during a pesticide application, including proximity to neighboring crops, wind speed, and wind direction.
- Chemistries that aid in reducing drift should be considered such as drift retardants and adjuvant stickers.

Constant communication with agricultural neighbors is extremely important to stay informed of practices and activities that may have an impact on operations.

If you have any questions, please contact me directly at 831-759-7384 or by email at OchoaN1@countyofmonterey.gov

Attachment M

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Introduction - Light Commercial Zones.

Multiple studies and industry reports provide insights into the sizes of commercial centers in the United States. Towns and villages often have populations under 5,000, as noted in US Census Bureau analyses, which influences the scale of such centers. Key sources include classifications from the International Council of Shopping Centers (ICSC) and historical planning reports from the American Planning Association (APA).

These typically express sizes in gross leasable area (GLA) in square feet, land area in acres, and trade area population or radius. Below are findings on actual and recommended/ideal sizes, including estimates in acres per 1,000 inhabitants where available.

National Results.

Data on actual sizes are derived from surveys of existing developments, often aggregated at a national or regional level rather than isolated to rural areas. The ICSC's U.S. Shopping Center Classification (2017, with ongoing relevance) categorizes smaller centers as follows, based on a survey of over 115,000 centers nationwide:

- Convenience/Strip Centers: These are the smallest, typically serving immediate local needs (e.g., gas stations, small stores). Average GLA: 13,218 square feet; typical range: under 30,000 square feet; land area: *under 3 acres.* Trade area: less than 1 mile, often *supporting populations of 1,000 – 5,000 in low-density areas.*

- Neighborhood Centers: Common in small towns, anchored by a supermarket or similar. Average GLA: 71,827 square feet; typical range: 30,000 – 125,000 square feet; *land area: 3 – 5 acres*. Trade area: 3 miles, *typically supporting 15,000–20,000 people* (based on 6,000–8,000 households at 2.5 persons per household).

A 1952 APA report on market analysis for shopping centers provides historical context, noting neighborhood centers in smaller communities served 1,000–4,000 families (approximately 2,500 – 10,000 people) within a 2/3-mile diameter area, with *GLA ranging from 2.9 to 37.6 square feet per person.*

More recent U.S. Energy Information Administration data (2012) indicate the average commercial building size in rural areas is around 16,300–19,000 square feet, though this is per building and not per center. Nationally, the U.S. has about 24 square feet of shopping center GLA per capita, but this includes larger urban malls and is lower in rural areas (e.g., *10 – 15 square feet per capita in small towns*, based on trade area extrapolations).

In terms of land area per 1,000 inhabitants: for a neighborhood center serving 15,000 – 20,000 people on 3–5 acres, this equates to approximately 0.15 – 0.33 acres per 1,000 inhabitants (calculated as total acres divided by population in thousands).

Recommendations emphasize sustainability, fiscal impact, and alignment with population density, as outlined in planning guidelines. The ICSC classifications serve as de facto standards for ideal sizes, promoting efficient land use:

- *Convenience/Strip Centers: Ideal for villages under 5,000 people; recommended land area under 3 acres for trade areas of 1,000 – 5,000 people (approximately 0.6 – 3 acres per 1,000 inhabitants).*

- *Neighborhood Centers: Suitable for small towns of 5,000–20,000; recommended 3 – 5 acres for 15,000–20,000 people (0.15 – 0.33 acres per 1,000 inhabitants). GLA should be 4 – 6 square feet per person to avoid overbuilding.*

The APA's 1952 report suggests an *ideal GLA of 20 – 30 square feet per person for neighborhood centers in low-density areas, translating to 3 – 10 acres total (including parking at 40% site coverage) for 5,000 – 10,000 people (0.3 – 2 acres per 1,000 inhabitants).*

U.S. Environmental Protection Agency guidelines for rural smart growth recommend clustering commercial development in existing town centers or hamlets, without specific per capita metrics, to preserve rural character and limit sprawl to nodes rather than highways.

Local Results - Table 1.

See Appendix 1 for Monterey County GIS maps of each location.

Location	LC, Acres (~sqft)^	Population, CDP 2020 Census	LC Acres / 1,000 Residents	Normalized* LC Range, Acres	Notes
Bradley	2.6 (114,000)	69	37.7	0.04-0.21	LC is over 10X bigger than the nationwide largest average area of 3 / 1,000
Lockwood	142 (6,180,000)	368	385.9	0.22-1.10	LC is over 125X bigger than the nationwide largest average area of 3 / 1,000
Pleyto	139 (6,050,000)	150	926.7	0.09-0.45	LC is over 300X bigger than the nationwide largest average area of 3 / 1,000. Pleyto pop. estimated, has not been on Census since 1965 when the village was flooded by nearby lake
San Ardo	0.6 (28,000)	392	1.5	0.24-1.18	LC is approx. 0.5X the size of the nationwide largest average area of 3 / 1,000
San Lucas	4.5 (195,000)	324	13.9	0.19-0.97	LC is approx. 5X the size of the nationwide largest average area of 3 / 1,000
Spreckels	9.5 (416,000)	692	13.7	0.42-2.08	LC is approx. 5X the size of the nationwide largest average area of 3 / 1,000
	^ 1 acre is 43,560 sqft			* LC acres at the national average of 0.6–3 acres per 1,000 inhabitants	

Challenges in Rural Zoning for Mixed-Use Development.

Rural zoning for mixed-use development in the United States refers to land-use regulations that permit the integration of residential, commercial, agricultural, and sometimes institutional or recreational uses within

rural areas, which are typically characterized by low population densities, agricultural lands, and open spaces.

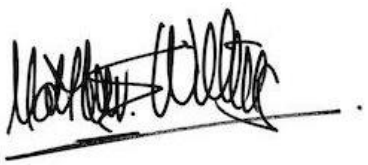
Unlike urban or suburban zoning, rural frameworks often prioritize the preservation of farmland, natural resources, and community character while addressing economic needs such as revitalizing main streets or providing housing options. This approach contrasts with traditional single-use zoning, which separates functions to minimize conflicts but can lead to sprawl and inefficiencies in rural contexts. Below, I outline key aspects, challenges, benefits, and implementation strategies based on established planning guidelines and reforms.

Rural zoning codes frequently stem from outdated models that emphasize large-lot requirements and strict separation of uses, originating from early 20th-century efforts to protect communities from industrial nuisances. These can hinder mixed-use projects by:

- Promoting sprawl and blight, which pushes development to community outskirts, increasing costs for roads, utilities, and services while eroding historic main streets as economic and social hubs.
- Contributing to farmland loss, as uncoordinated growth encroaches on agricultural lands essential for rural economies and identities.
- Limiting housing diversity, often favoring single-family homes on large lots, which restricts affordable options for families, seniors, and young professionals, accelerating population decline in rural areas.
- Creating regulatory barriers, such as inflexible codes that do not accommodate blended uses, leading to higher development costs and delays in obtaining variances or special permits.

Summary & Recommendations.

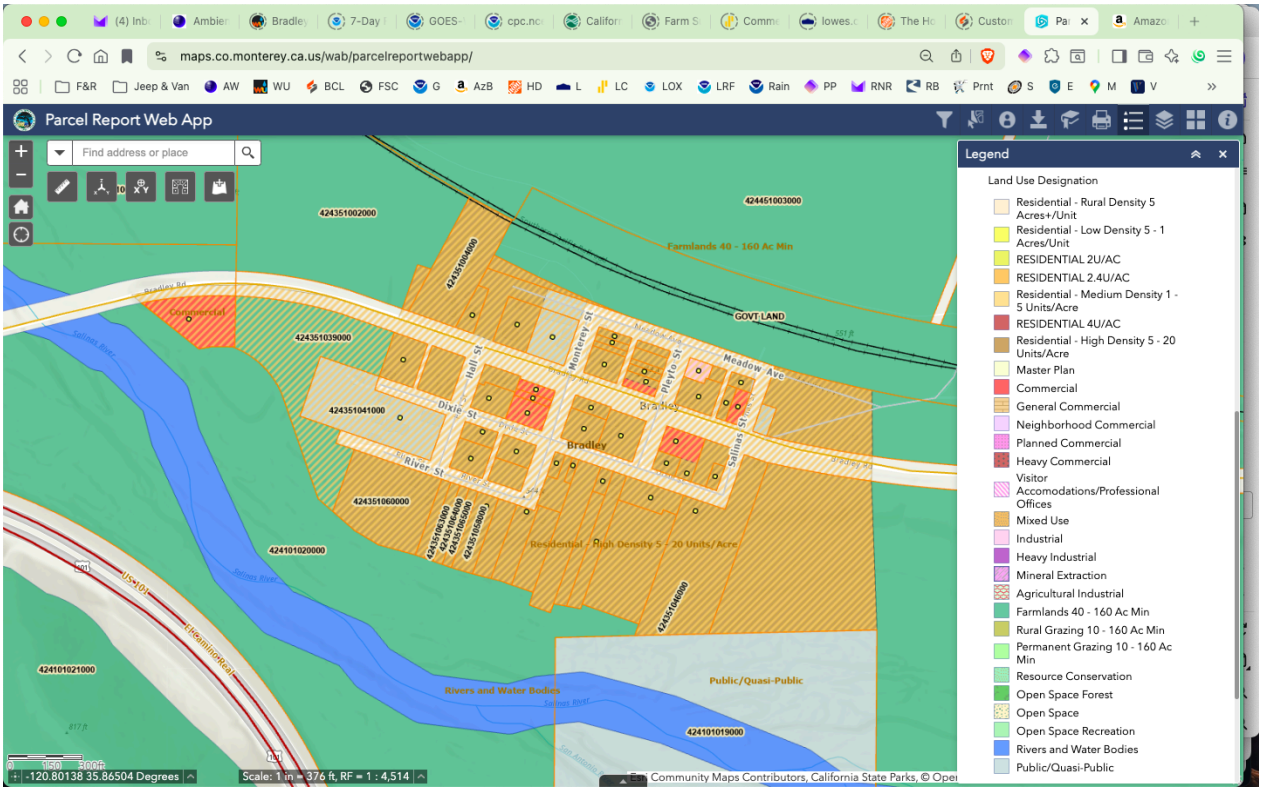
1. The size of the Lockwood LC Zone and the area of the Rural Center are vastly out of all proportion to the current and any future requirements of the local population.
2. Existing LC Zones in the South County are often far larger than needed, and when combined with the adjacent Industrial Zones are so extensive that they are subject to extended vacancy and blight.
3. The LC Zoning itself is antiquated. Rural zoning for mixed-use development offers a pathway to economically viable communities, but requires thoughtful reforms to overcome historical rigidities.
4. The LC Zone in Lockwood could be removed in its entirety and replaced with up to one acre of rural mixed-use zoning, which would be in line with the actual population and with national trends. This would be more than adequate, given that the only part of the LC Zone in the area that is developed for public use is entirely vacant and has been empty for some time.



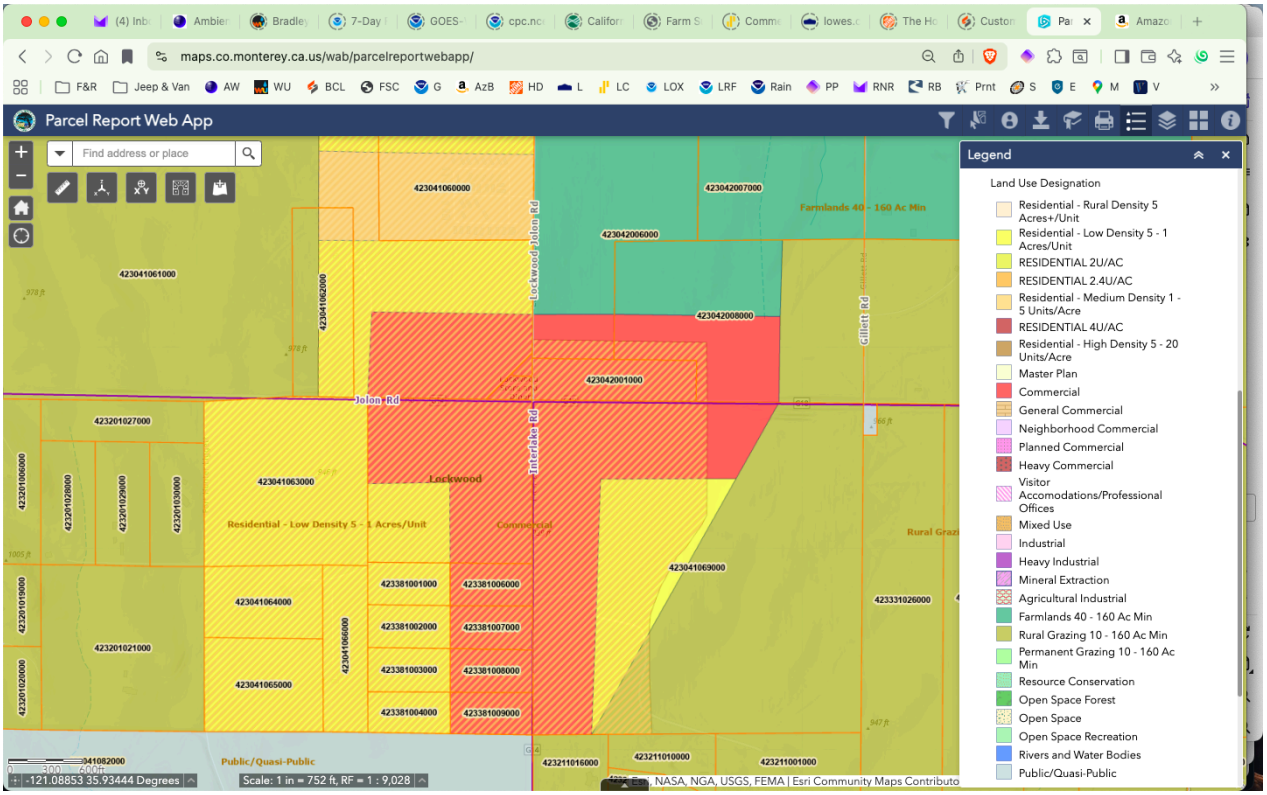
Matthew G. Willis, PhD. Lockwood, CA. February 08, 2026

Appendix 1. Map scales vary.

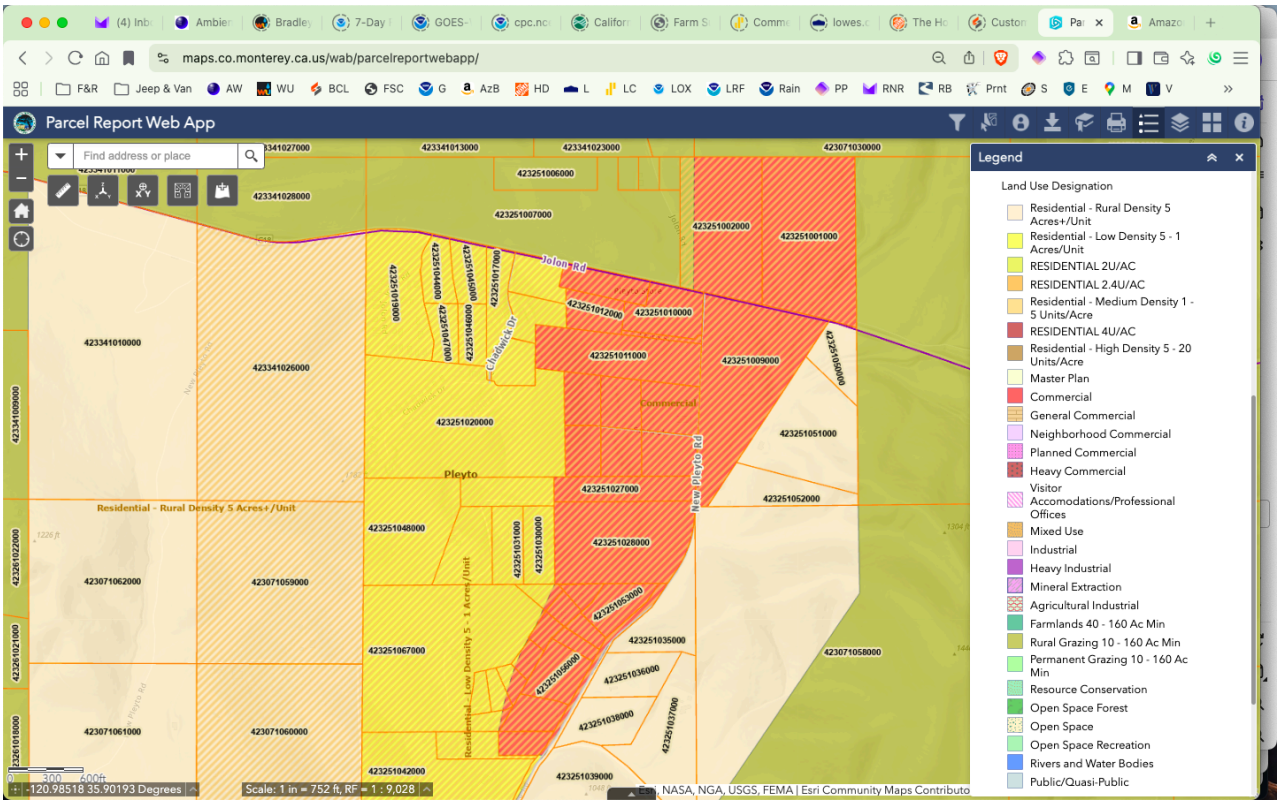
Bradley



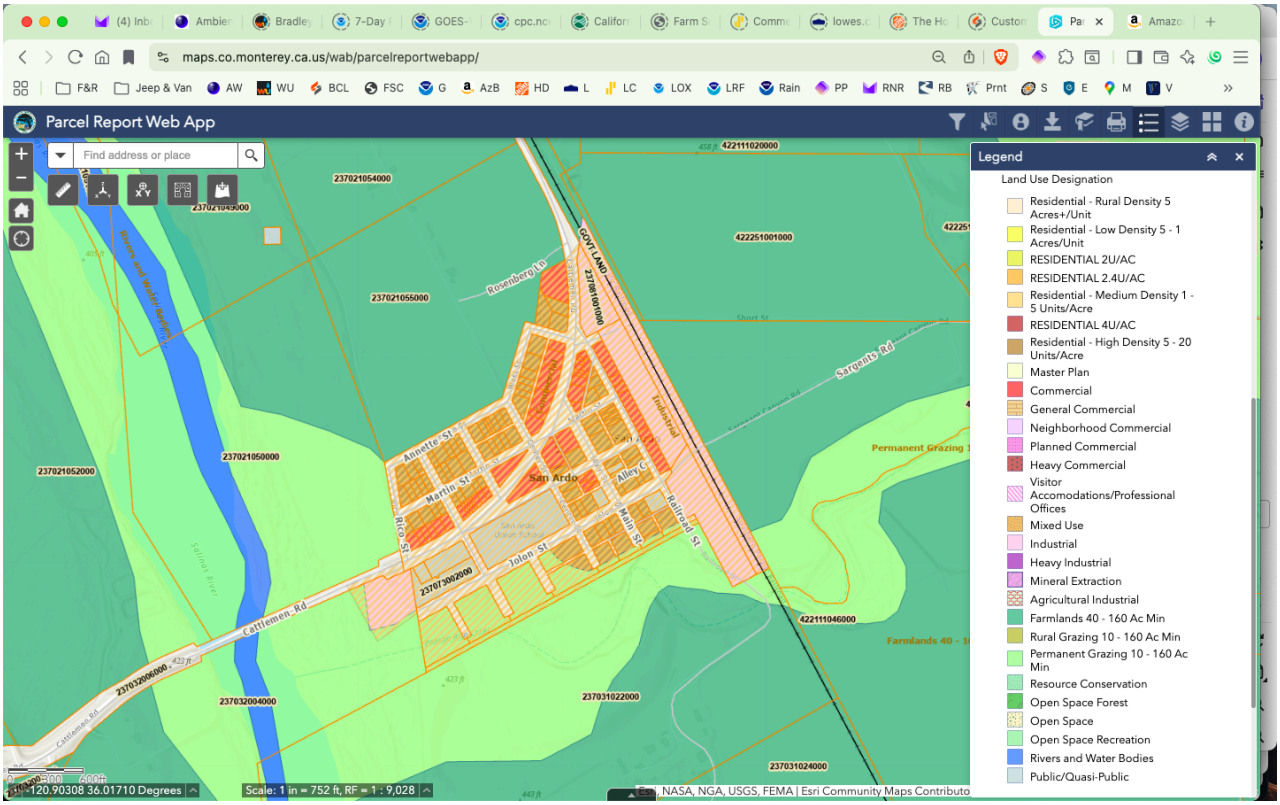
Lockwood



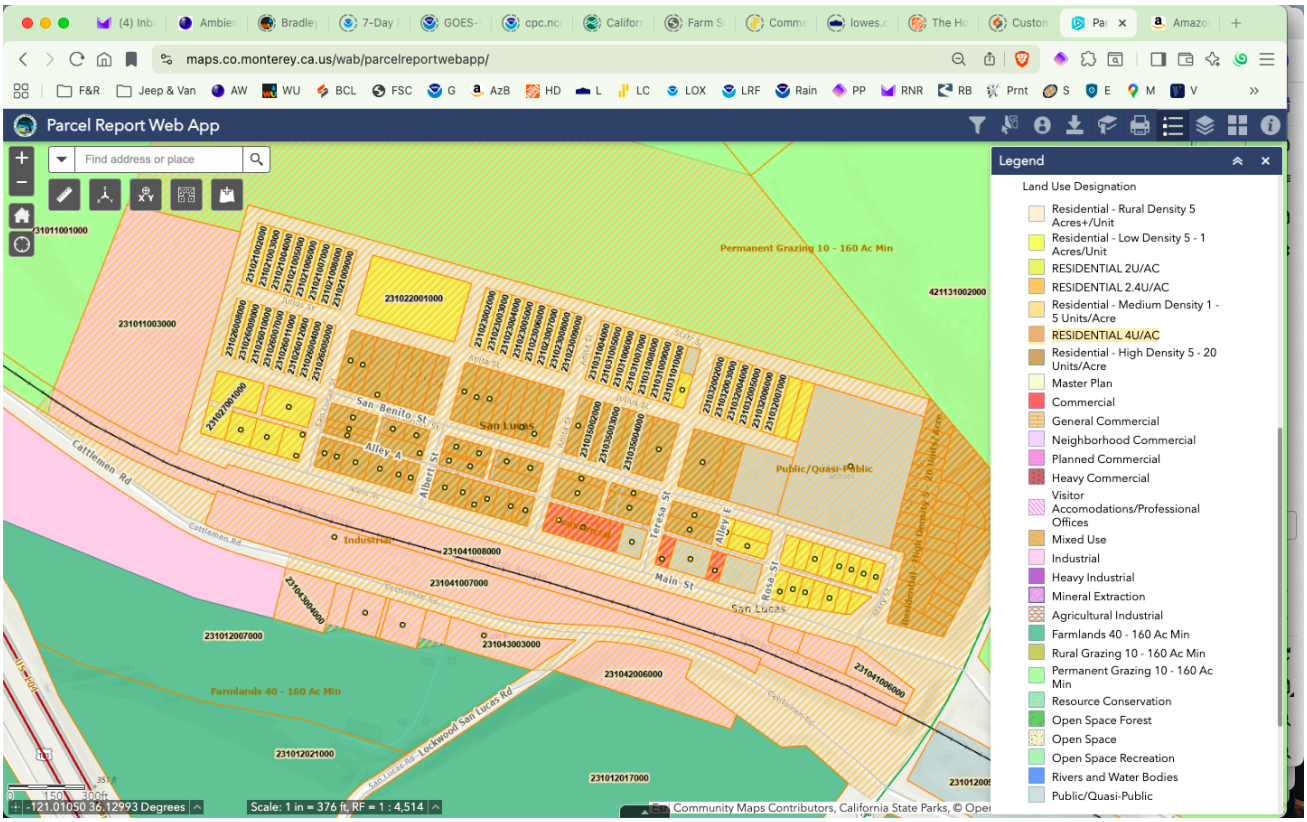
Pleyto



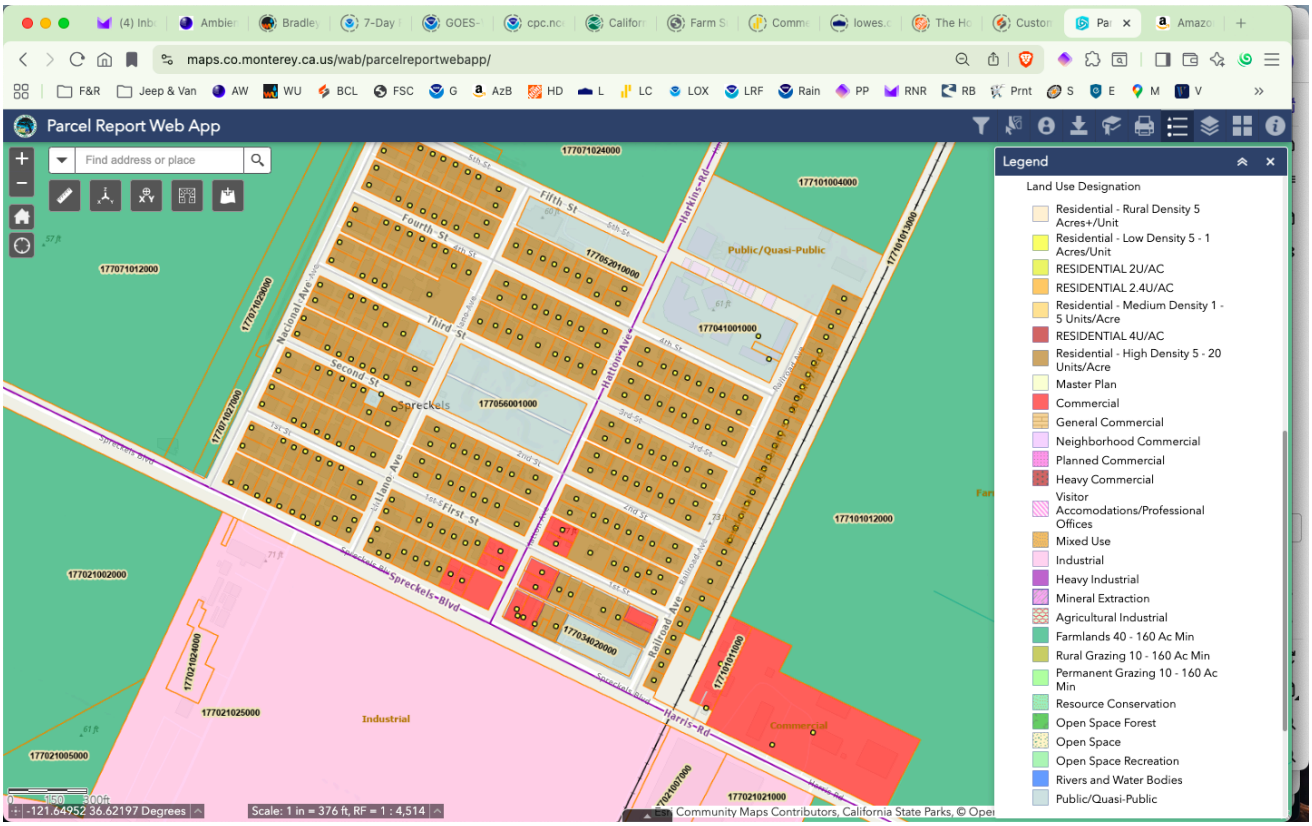
San Ardo



San Lucas



Spreckles



County of Monterey

Board Report

Legistar File Number: OBM 26-058

Item No.23

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

April 28, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **April 28, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	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. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
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	2021.09	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
5	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. **Deemed complete by referring supervisor on April 14, 2026.**	**Completed**

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	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
7	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**
8	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
9	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
10	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted. **The referral was modified on April 14, 2026, by the referring supervisor to include District 1's budget from the last year and this year**	Pending
11	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
12	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
13	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
14	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. Staff presented an update at the Board of Supervisors meeting on February 3, 2026 and were directed to ensure that the Task Force continues to evaluate and refine the camera program to: ensure placement of cameras in high-risk areas, continue to seek community input and provide education, and encourage utilization of the Monterey County Connect app to easily report incidences of illegal dumping. Staff request the referral be deemed complete and be directed to return annually with an update on program implementation. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
15	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
16	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
17	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. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
18	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
19	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026. Staff presented an update at the Board of Supervisors meeting on February 3, 2026, and were directed to continue work on amending the ordinance and make it available for public input in the near term. The Department staff are working with consultant to determine best process for conducting further analysis. Depending on complexity of work to be performed, the Department may seek Board approval to extend the agreement into Fiscal Year 2026-27.	Pending
20	2024.11	9/10/2024	Church	~~Health~~ HCD		~~Jimenez~~ Spencer	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in ~~October 2025~~ June 2026. Staff provided an update at the Board of Supervisor meeting on November 4, 2025, and based on this discussion and following dicussions with HCD, it has been determined that it makes most sense to pivot and enforce rooster keeping via land use policy and not County Code Chapter 8. Hitchcock Road Animal Services (HRSA) and County Housing and Community Development (HCD) staff are in dicussions regarding timing for an update to the Board on status.	Pending
21	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. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
22	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. Approved but not implemented.	Pending
23	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
24	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
25	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
26	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
27	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025. **Per BoS members, the referral will be on hold until the grant funding is fully utilized by next year and then staff will return to the Board for further consideration**.	**On hold**
28	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. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
29	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026. HRAS staff presented referral to the JPA Board of Directors and it was referred to the HRAS Advisory Committee meeting. The JPA Board of Directors will discuss Advisory Commitee recommednation and take action at a future meeting (May/June 2026). HRAS Staff will present date to be determined once the JPA's meeting schedule challenges are addressed.	Pending
30	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
31	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025. Staff expects to present the revised policy for Board consideration on June 2 2026.	Pending
32	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
33	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
34	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 considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending
35	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. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
36	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff provided a preliminary response to the Board on March 10, 2026.	Pending
37	2026.02	3/17/2026	Church/Lopez	PWFP		Ishii	Renaming of County of Monterey Agricultural Commissioner's Office	To rename the County of Monterey Agricultural Commissioner's Office in Salinas to the County of Monterey Richard Nutter Agricultural Resource Center. Staff will provide a preliminary response to the Board on April 14, 2026.	Pending
38	2026.03	3/24/2026	Alejo	CAO/HRD		Chiulos/Pyper	Farmworkers Appreciation Day	The purpose of this referral is to change the name of the County of Monterey's holiday instituted in 2025 as Cesar Chavez Day to Farmworkers Appreciation Day in Monterey County on March 31. **Deemed complete by referring supervisor on April 7, 2026.**	**Completed**
39	2026.04	4/14/2026	Askew	CAO/Counsel		Chiulos/Blitch	Consider Board action outlined in attached memo regarding immigration enforcement at the April 14th Board meeting.	This referral requests Board consideration of attached memo during the April 14th Board meeting outlining actions to better align our actual practices with our stated values regarding local interactions with federal immigration enforcement authorities. As part of the Truth Act hearing on January 27, 2026 the BOS directed a follow-up discussion be scheduled on April 14, 2026, so questions from members and the public could be addressed. The April 14 follow-up presents an opportunity for the Board to move beyond information-gathering and provide clear direction consistent with Monterey County's values, legal authority, and responsibility to the communities we serve.	**Pending**
40	2026.05	4/14/2026	Askew	Health		Jimenez	Request for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period	This referral requests that the Board of Supervisors to schedule time on the next available agenda to review the draft BHSA Integrated Plan and provide policy direction so staff have an opportunity to strengthen the final plan. And request consideration of attached memo outlining areas for policy consideration by the Board. The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June. Staff will provide a preliminary response on April 28, 2026.	**Pending**
41	2026.06	4/14/2026	Askew	County Counsel/Sheriff		Blitch/Nieto	Superior Court Mandatory $15 Fee Resolution Modification	The purpose of this referral is to modify a Board of Supervisors Resolution 25-413 to allow discretion to the judges of the Monterey County Superior Court to impose a mandatory $15 fee pursuant to Penal Code Section 853.7a. Staff will provide a preliminary response on May 12, 2026.	**Pending**
42	2026.07	4/28/2026	Church	HCD		Spencer	Multifamily Housing	The purpose of this referral is to develop an ordinance to accelerate housing development by establishing objective criteria for approval of ADUs, lot-splits under Senate Bill 9, and allow for duplexes, triplexes, and fourplexes in appropriate areas of the County.	**New Pending Approval on 4/28/26**

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
43	2026.08	4/28/2026	Daniels	PWFP/County Counsel	Ishii/Blitch		12-Month Moratorium on Parking at Bixby Bridge	The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location.	**New Pending Approval on 4/28/26**
								Completed by Executive Assistant on April 23, 2026.	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.07
Assignment Date: 04/28/26
(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: 04/17/26	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: Multifamily Housing		
Referral Purpose: Develop an ordinance to accelerate housing development by establishing objective criteria for approval of ADUs, lot-splits under Senate Bill 9, and allow for duplexes, triplexes, and fourplexes in appropriate areas of the County.		

Referral Description:

With the increasing need for affordable housing, efforts are underway to increase housing density and promote infill. While recent state laws have made Accessory Dwelling Units (ADUs) widely accessible through ministerial approval, similar pathways do not exist for small multifamily housing. As a result, development is often limited to single-family homes and ADUs. This regulatory structure limits housing diversity, encourages the building of larger homes, increases per-unit housing costs and constrains opportunities for workforce and multigenerational housing.

At the same time, many unincorporated communities face infrastructure limitations, Coastal Zone constraints and complex permitting processes. A carefully structured ordinance allowing small-scale multifamily housing, with clear objective standards and infrastructure considerations, could expand housing opportunities and maintain community character while reducing reliance on large-scale developments. This allows housing growth that occurs gradually and organically within existing communities.

This referral proposes to develop an ordinance and implementation framework that allows duplexes, triplexes and fourplexes to be built by right, where feasible, in appropriate residential zoning districts in Monterey County. The ordinance would permit up to four residential units on parcels currently zoned for single-family residential where infrastructure and environmental constraints allow, including evaluation of pathways to align with the California Coastal Act.

Parking shortages are a significant concern in many of the County's more densely populated unincorporated communities. To address this, the ordinance should evaluate modifications to landscaping and site development standards to allow for increased on-site parking capacity, reducing reliance on public roads for parking while maintaining reasonable aesthetic and environmental protections.

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: ASAP ☐ Specific Date: _____

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

Department(s): Housing and Community Development	Referral Lead: Craig Spencer	Board Date: 04/28/26

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.

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.08
Assignment Date: 04/28/26
(Completed by CAO's Office)

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

Date: April 22, 2026	Submitted By: Supervisor Kate Daniels	District #: 5

Referral Title: **12-Month Moratorium on Parking at Bixby Bridge**

Referral Purpose:
The purpose of this referral is to implement a 12-month moratorium on parking in the immediate vicinity of Bixby Bridge on Highway 1, in advance of the Memorial Day weekend start of the summer season. This action responds to longstanding and well-documented public safety hazards at this location.

Data collected during Labor Day weekend in 2022 recorded up to 325 pedestrian highway crossings per hour on the north side of Bixby Bridge. On September 4 of that weekend, vehicle activity peaked at 70 complete stops in the roadway per hour. Additional counts from September and October showed Sunday afternoon averages of 108 pedestrian crossings per hour, 38 complete stops in the travel lane per hour, and 12 vehicles per hour parked over the fog line.

In spring 2026, traffic congestion at key Big Sur chokepoints – including Bixby Bridge, Point Lobos, and Soberanes – reached unprecedented levels during spring break. These conditions continue to heighten risks to visitor and resident safety, emergency access, and sensitive natural resources.

In March, Supervisor Daniels met with Coastal Commission staff to explore potential management strategies for Bixby Bridge. While staff provided a follow-up letter on March 20 (attached), it did not identify actionable near term solutions or funding strategies to address the immediate hazards expected this summer. Some recommendations also appear to be in tension with elements of Big Sur's Local Coastal Program, as outlined in the attached summary.

Considering ongoing safety concerns and the need for an immediate, practical response, this referral proposes adoption of a temporary No Parking ordinance on Highway 1 near Bixby Bridge, complementing the existing Old Coast Road No Parking restrictions. This measure would provide short-term protection for public safety while allowing for continued coordination with the Coastal Commission on longer-term management approaches.

Supervisor Daniels remains open to modifying the County's course of action if meaningful and effective enforcement measures are implemented before summer.

Brief Referral Description (attach additional sheet as required):

Requesting the installation of temporary No Parking signs on State Route One (SR-1) on the northern and southern end of the Bixby Creek Bridge.

The project involves the installation of "No Parking Any Time" signage on the east and west side of SR-1 on the northern and southern end Bixby Bridge where traffic and pedestrian congestion is occurring. The signs would be spaced within appropriate, enforceable distances.

This would involve the adoption of an ordinance by the Board of Supervisors for the installation of temporary "No Parking Any Time" signs at an appropriate distance before and after the bridge.

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

X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	**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): Public Works, Facilities, and Parks and County Counsel	Referral Lead: Randy Ishii and Susan Blitch	Board Date: 04/28/26

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.

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
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March 20, 2026

Supervisor Kate Daniels
1200 Aguajito Road, Suite 1
Monterey, CA 93940
Sent electronically to: District5@countyofmonterey.gov

Subject: **Addressing Public Safety and Public Access at Bixby Bridge**

Dear Supervisor Daniels,

Thank you for convening the meeting amongst the various regulatory and public safety agencies on March 5th to discuss ongoing public safety and public access issues at Bixby Bridge along the Big Sur coast. That meeting helped to serve as a forum to identify some potential shorter and longer term solutions to address traffic, safety, and public access concerns at this iconic visitor destination. Specifically, and as we discussed, during peak visitation times we have collectively seen unsafe traffic and parking behavior (e.g., stopping on the highway to wait for a parking spot, parking on and over the highway fog line, parking in a way that blocks access to and impedes entry/exit to Old Coast Road, etc.), unsafe pedestrian behavior (e.g., crossing the highway on foot, climbing on the edge of unstable bluffs, etc.), as well as other concerning conduct (e.g., trampling of vegetation, littering, etc.). These are all real and serious problems, to be sure. But it is also important to acknowledge from where they come; they are the byproduct of the public's extraordinary interest in seeing and experiencing Bixby Bridge. When coupled with a lack of capacity and enforcement to safely accommodate this demand, the types of problems identified are not unexpected. We believe it is important that solutions to these sorts of problems be grounded in those realities, including, at its core, the reality that visitors are not going to stop trying to visit the bridge, and solutions need to keep this in mind. To that end, this letter begins to outline some potential preliminary ideas for how these issues might be able to begin to be addressed, both in the shorter and longer term, with the goal of continuing the discussion that was started at the March 5th meeting.

Enforcement Needs

In the short term, it appears clear that the first, least controversial, and perhaps most important approach to addressing these ongoing access management issues is enforcement (i.e., ensuring people are not parking in areas closed off to parking or in unsafe areas, keeping traffic – particularly emergency vehicles – moving, stopping traffic to allow for safe pedestrian crossing, etc.). This is not a new idea, but we wanted to emphasize its importance; few solutions to issues this controversial are as seemingly universally agreed upon as stepped up enforcement that promotes acceptable behaviors, and that eliminates those that are not. Indeed, this concept was highlighted by discussions at the February BSMAAC, where a consensus around the need for more

enforcement appeared to be forming. Enforcement also has the benefit of being effective immediately without any permitting requirements. As was discussed during the March 5th meeting, while a peace officer dedicated to the site during peak periods would be welcome, the role could also be shared and/or filled with a non-officer so as to ensure consistent and uninterrupted service.[1] Ultimately, we believe that enforcement is the best approach to addressing the issue in the shorter term before summer crowds arrive. It is also an important component of any medium or longer term solutions and strategies, including because any change to access rules and/or amenities will struggle to successfully address the issues without the consistent presence of enforcement, particularly during periods of peak visitor demand.

Opportunities North of the Bridge

In terms of those medium and longer term solutions, we believe now is the moment to invest the time and effort necessary to identify potential alternatives, to determine which approaches might be worth pursuing, and to work towards their implementation. To that end, we have begun to look at potential parking and access improvements along the highway on the north end of the bridge and along Old Coast Road (which we view as more medium term), and at Brazil Ranch on the south end of the bridge (which we view as more longer term), as potential ways to improve safety and help alleviate visitor pressures overall.[2] To be clear, our intent is that only safe parking spaces be used, that only safe pedestrian access is identified, and that unsafe areas be put off-limits to parking and pedestrian access. We recognize that additional time is needed to further flesh out the feasibility and appropriateness of these concepts, including the need for community participation in the planning process, and that any approach will require funding, but we also feel the acute need – as we know you do – to implement solutions as soon as possible. Thus, we are committed to continuing engaged and meaningful discussions and we hope that the ideas below can help to more fully initiate and jump-start that process. We are also not wed or confined to solely these ideas and are fully open to other ideas that might also make sense to explore. In all cases, we want to make clear that we are a ready partner to help the County in all such future planning efforts.

Perhaps the most obvious opportunity area is in the highway shoulder north of the bridge, where there is currently already parallel parking.[3] One option would be to formalize this parking (e.g., with specified demarked spaces), and to more formally identify unsafe parking and close it (e.g., with barriers). It also appears that there is space available to slightly widen the shoulder in some locations to ensure safe parking

[1] Officers have mentioned that even when they do spend time at the bridge, they are spread thin and therefore often have to leave to respond to calls. One idea to address this problem, which we support, is providing for non-officers to assist with traffic, parking, and circulation enforcement, where they would coordinate with law enforcement, and might be able to allow law enforcement time and space to prioritize and respond to emergencies and other needs rather than staying at the bridge all day.

[2] We also continue to believe that remote parking served by shuttle service to high visitation points in Big Sur could be an important complement to any sort of solution, and encourage it to continue to be amongst the potential solutions discussed, even while acknowledging its potential logistical and funding constraints.

[3] See Figure 1, below, that includes various ideas for improvements along the highway and Old Coast Road on the north end of Bixby Bridge.

for formal spaces. Another option in this area is to create formalized diagonal parking at the large pullout on the seaward side of the highway. This could include a 'parking lane' of sorts, running behind the diagonal parking, enabling cars to pull out of the main travel lane prior to parking, and giving cars backing out of parking spots the room they need without backing into the highway.[4] It appears that adequate paved space already exists in this area for options like that, and implementation may be as simple as reconfiguring a section of guardrail and installing pavement striping. It may also be beneficial to couple these kinds of improvements with a formalized lateral path along the highway (e.g., on the seaward side of parking areas) that is connected to highway crossing(s) to better manage pedestrian activity. In addition, while likely more difficult, it may be that portions of the slope on the inland side of the road could be at least partially excavated and space created to make all of these options more doable.

As for Old Coast Road, upon the upcoming expiration of the County's emergency permit that temporarily closed it to parking, one option would be to modify the road as possible to increase usable space, then partially pave it (i.e., the first few hundred yards, not the entire road), and then add formalized spaces, a vehicular turnaround, and pedestrian areas where they can safely be accommodated. A paved entrance to Old Coast Road would also provide the opportunity to replace the cones that currently delineate an entrance and exit to the road with striping and/or permanent delineators more consistent with Big Sur aesthetics. Finally, some form of formalized overlook that provides a view of the backside of the bridge could be created, as that has become one of the prime vantages for visitors, and it may help alleviate some pressure from the seaward overlook area if visitors can park and view the bridge all from the inland side.

Any configuration of pedestrian access at the north end of the bridge would benefit significantly from more formalized pedestrian access areas (e.g., more clearly defining where pedestrians are and are not allowed through things like symbolic fencing, pavement stencils, surfacing material changes, low-profile signage, etc.). In particular, adding a way for pedestrians to cross the highway more safely would have significant benefits. We believe an undercrossing cantilevered from the northern abutment of the bridge[5] would – if feasible – probably be the best option. Surface level crossings and related measures (e.g., a crosswalk, pedestrian crossing lights, even full blown traffic signals) are also worth considering, although the trade off may be that such measures might be inconvenient for drivers (albeit probably not more inconvenient than current conditions, where pedestrian cross the highway at all points, as opposed to being funneled to identified crossing points).

Overall, we realize that some of the ideas for the north end of the bridge outlined above come with serious tradeoffs and some will be, upon further consideration, inappropriate and/or infeasible. The reality of this highly popular and highly constrained site is that any solution will involve tradeoffs, so it is worth at least considering a wide range of ideas, even those with complex or controversial tradeoffs. Our goal in presenting these ideas is to start a focused planning discussion and process that results in collective decisions

[4] Such a configuration is currently effectively employed in a narrow area along Highway 1 at Bonny Doon Beach in Santa Cruz County.

[5] For example, such an undercrossing is currently in place on the north end of the Golden Gate Bridge.

for how to move forward. We also want to make clear that we do not have preconceived notions about one outcome or the other per se, more so that we believe the evaluative exercise is key, where a goal in our view needs to be identifying ways in which we can provide as much safe access as possible.

Opportunities South of the Bridge

With respect to Brazil Ranch, this area may have the potential to help provide alternative means of access that could take pressure off the northern side of the bridge. Brazil Ranch is the property located just south of the bridge, and it is owned by the U.S. Forest Service. As part of a past Coastal Commission Federal Consistency determination for Brazil Ranch, the Commission required various public access improvements at the Ranch, including public parking and trail access on the inland side of the highway, and a blufftop trail seaward of the highway. Similar requirements were also part of the agreement that transferred the Ranch to the Forest Service in the first place. While these improvements were agreed to by the Forest Service and are legally binding, they have to date not been completed, and the Forest Service has been out of compliance on this point for nearly 20 years. We hope to work with the Forest Service to develop and implement this required public access plan and believe that it represents an opportunity for the public to experience Bixby Bridge in a new way. To be clear, the question at hand is not whether access at Brazil Ranch is appropriate – it is legally required by the Commission and the terms under which the Ranch was transferred to the Forest Service in the first place – rather, the question is how to design this access in a manner that can also help address ongoing issues at Bixby Bridge.

Three core issue areas govern whether and how access at Brazil Ranch could provide a safe and effective public access alternative for Bixby Bridge: 1) how to provide locations where the public can get desirable views of Bixby Bridge; 2) how to provide safe and visually unobtrusive parking, trails, and overlooks; and 3) how to encourage the Forest Service to be a champion for a project of this sort, including in terms of potential funding streams. We acknowledge that each of these issues poses a challenge at this location, and we further acknowledge that tradeoffs exist with all potential parking/access options. We have begun exploring potential locations for various components in the preliminary graphics attached to this letter (see Figures 2 and 3 below). The graphics identify several potential alternative parking locations: at existing and/or reconfigured highway pullouts, at the entrance to the Ranch access road, and out of the viewshed by the existing Ranch buildings. Potential new blufftop trails are also shown, which could help provide alternative sightseeing opportunities for Bixby Bridge and the coastline between it and Hurricane Point. Similarly, a new trail and overlook inland of Highway 1 at the Ranch could provide alternative backside bridge views for those who park at the inland Ranch area, although the siting of those overlooks may pose a challenge due to viewshed and private property constraints.

In any case, please understand that these are simply our attempt to outline some ideas for discussion; they are the starting point of a process, not the finished product. We acknowledge that these improvements, were they to be implemented, would alter some views in this important space, and that is something that would require not only a willingness to accept some access-related development in the viewshed, but also extremely thoughtful and sensitive design. Our hope is that these ideas spark a

discussion and collaboration on how to design access at Brazil Ranch, and how such access could provide an alternative means to accommodate public demand for Bixby Bridge visitation.

Commitment to Collaborative Planning

Finally, just to be as clear and transparent as possible, our goal in writing this letter and laying out the ideas discussed above, is to start digging into the substance of the type of collaborative planning process that we believe to be necessary at Bixby Bridge. This bridge is an architecturally beautiful, historically significant, preeminent icon of the California coast. It is a place many visitors want to see, and a destination around which some visitors plan their trips to Monterey and the central coast. For all of these reasons, the ability for visitors to stop and view the bridge, the canyon it traverses, and the dramatic coastline it parallels, holds enormous value. This public access value is protected by both the Big Sur LUP and the Coastal Act. Indeed, the LUP specifically protects views from Bixby Creek turnout[6] to ensure that visitors who stop to view the area can do so without those views being impacted by inappropriate and visually intrusive development.

As discussed above, the current lack of formalized access and enforcement, paired with the intense demand to visit this location, poses public safety and other risks that must be addressed. At the same time, given the extraordinary access value of this location, we are concerned that the closure of all parking near the bridge – even for a temporary period – would be too blunt of a response and would result in significant adverse impacts to public coastal access, raising conformance problems with LCP and Coastal Act public access provisions. We are also concerned that a full parking closure would not successfully address the ongoing safety issues, and would likely come with unintended consequences. Specifically, and because demand to stop and view the bridge is so acute, particularly in peak periods, people would still find ways (whether legal and safe or not) to access the area, including stopping in highway travel lanes and parking elsewhere along the highway and walking significant distances along the unprotected highway shoulder and over the narrow bridge. Similar circumstances currently pose serious safety issues at Point Lobos (for which similar collaborative planning processes are underway). We therefore believe, consistent with the Coastal Act and LCP requirements on this issue, that the better solution is to better manage access rather than seek to eliminate it.

We understand that many of the ideas discussed in this letter will take time and collaborative effort to discuss, debate, tweak as necessary, and ideally to implement, and all of the ideas discussed will require funding. We hope you will consider us a ready and willing partner ready to rise to and contend with the challenges here. We also recognize that there are likely to be competing ideas, and we welcome thoughtful examination of other options as well, just as we want others to thoughtfully look at the ideas presented above. It is going to take that kind of open and transparent process and commitment, with interested parties seeking common goals, for this to work.

[6] See Big Sur LUP Policy 3.2.2.1 (Critical Viewshed Definition).

In closing, we want to thank you for your continuing commitment to tackling this important issue in a collaborative way. We recognize the difficult choices and sometimes competing objectives at Bixby Bridge, and we remain fully committed to helping be a solutions-oriented teammate here. Of course, and as you are well aware, this will take similar commitments – including a commitment to approach issues and potential solutions with an open and inquisitive mind – by other key partners, including Caltrans, the Forest Service, and the Big Sur community, and we look forward to that dialogue.

Sincerely,

Breylen Ammen

Breylen Ammen
Coastal Planner
Central Coast District Office
California Coastal Commission

cc: Scott Smith, Caltrans
Fin Eifert, U.S. Forest Service
Randell Ishii, Monterey County Public Works
Craig Spencer, Monterey County Housing and Community Development

Figure 1: North End of Bridge and Old Coast Road

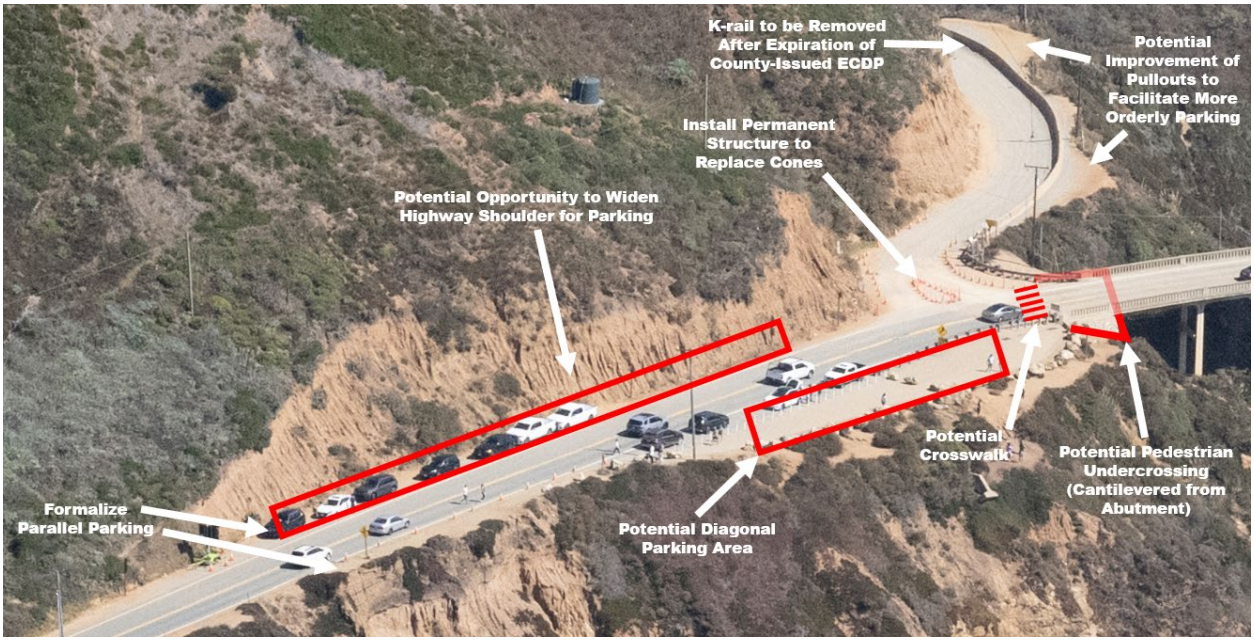


Figure 2: Brazil Ranch

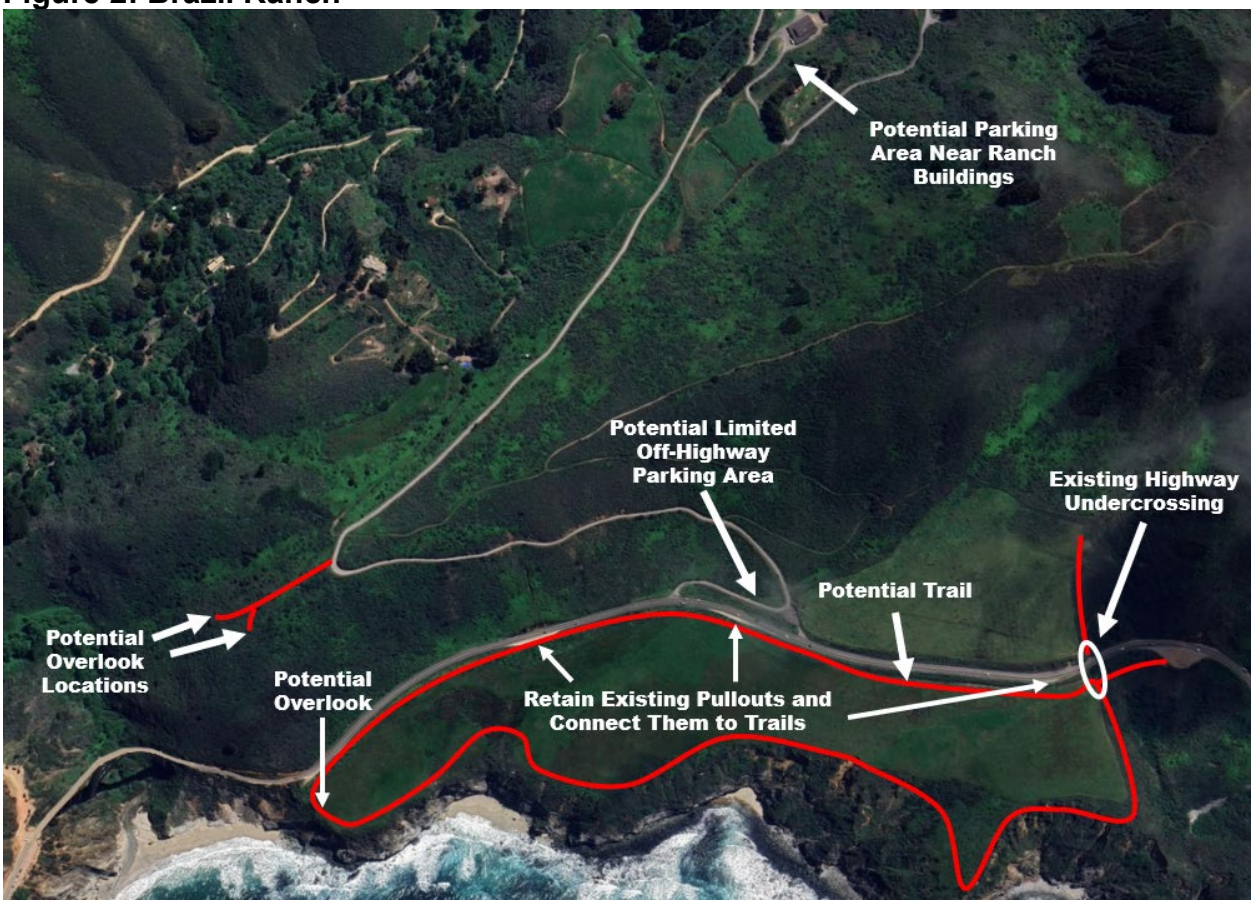


Figure 3: Brazil Ranch



Bixby Bridge: CCC Letter

California Coastal Commission letter dated March 20, 2026 | Analysis based on the Big Sur Land Use Plan and California Coastal Act

CCC Letter / Citation	Planning Documents / Citation
Enforcement: Stepped-up parking and traffic enforcement needed immediately, ideally a dedicated presence during peak periods. No LUP policy or Coastal Act section cited.	This is a reasonable action consistent with the Land Use Plan. **LUP Policy 2.2.4. Basic Objectives and Policies.** All proposed uses, whether public or private, must meet the same exacting environmental standards and must not degrade the Big Sur landscape.
Formalize existing parallel parking north of bridge with demarked spaces and barriers. *Coastal Act Section 30212.5* requires public parking facilities be distributed throughout an area to mitigate overcrowding or overuse of any single area.	**LUP Policy 3.2.1 (Key Policy)** prohibits all development visible from Highway 1, including public projects. **LUP Policy 3.2.3.E** requires new parking facilities to be at off-highway locations and states that land acquired for viewshed protection "shall NOT be developed for parking or visitor serving facilities." Formalizing informal parking is still development. **CIP Section 20.145.030** adds that "landscaping, berming, or mounding shall not be utilized to screen development which would otherwise be within the critical viewshed," closing off any mitigation argument. **BSCAC Design Guidelines** further specify that "no parking should be allowed or possible within 10 feet of the edge of traffic lanes."
Diagonal parking at seaward pullout, with a circulation lane behind it. *Coastal Act Section 30212.5* requires public parking facilities be distributed throughout an area to mitigate overcrowding or overuse of any single area.	**LUP Policy 3.2.3.E** explicitly states that "the creation of new parking lots between Highway One and the ocean shall be avoided wherever possible." A new diagonal parking configuration with a circulation lane is precisely the type of facility this language prohibits. **BSCAC Design Guidelines** additionally require that "no parking should be allowed or possible within 10 feet of the edge of traffic lanes," a standard that the proposed seaward pullout configuration would need to satisfy and likely cannot.
Widen highway shoulder / excavate inland slope to create more parking room. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.3.A.4** expressly prohibits grading or excavation that would intrude upon the critical viewshed. Excavating the inland slope for parking is a direct violation of this provision. **CIP Section 20.145.030** further states that where a project cannot be redesigned to avoid the critical viewshed, "the site shall be considered environmentally inappropriate for development" — stronger language than the LUP alone.

Partially pave Old Coast Road, add formalized parking spaces, a vehicular turnaround, and a new inland overlook. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.1** prohibits all development visible from Highway 1. **LUP Policy 3.2.3.E** prohibits new parking facilities in the viewshed. A constructed overlook is a structure subject to the same prohibition. Old Coast Road is specifically named in **LUP Policy 3.2.2.1** as part of the critical viewshed definition, making any new construction there doubly problematic. **CIP Section 20.145.030** further prohibits using landscaping, berming, or mounding to screen development that would otherwise be in the viewshed, precluding the kind of design mitigation that might otherwise make an overlook approvable. The **BSCAC Design Guidelines** describe vista pullouts as places of "quiet and solitude" — a character standard that formalized parking and a vehicular turnaround would not meet.
Pedestrian undercrossing cantilevered from the northern bridge abutment as preferred option. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.3.H** provides the only viewshed exception for public access improvements, limited to "minimal public access improvements on the beach along shoreline lateral accessways, such as litter collection facilities and rustic stairways." A cantilevered undercrossing does not qualify under this narrow exception. **LUP Policy 6.1.5.E.2** states that viewshed compatibility "may limit the establishment of access improvements." Additionally, Bixby Creek Bridge is a County-designated historical site under **CIP Section 20.145.020.TT,** meaning any construction attached to or immediately adjacent to the bridge abutment would require a separate historical resource evaluation before any permit could be considered.
Surface crossings, crosswalk, or traffic signals as alternative pedestrian improvements. No LUP policy or Coastal Act section cited.	**LUP Policy 3.2.1** applies to structures and improvements visible from Highway 1. Signal infrastructure would be visible from the highway. Any such improvements require a finding under **LUP Policy 3.2.3.H** that no alternative exists and no significant adverse visual impact will result, a high bar that has not been analyzed.
Brazil Ranch (south of bridge, USFS-owned): Public access improvements including parking and blufftop trails are legally required by a past Coastal Commission Federal Consistency determination and the terms of the Ranch	Legally obligated access improvements must comply with the LUP. **LUP Policy 6.1.3** states that preservation of the natural environment is the "highest priority" and that "all future access must be consistent with this objective."

transfer, yet unbuilt for nearly 20 years. No LUP policy or Coastal Act section cited.	**LUP Policy 6.1.5.E.2** requires that parking facilities and access improvements be compatible with "strict viewshed protection." A prior federal consistency determination does not override the certified LUP.
Full parking closure would violate Coastal Act and LCP public access provisions. *Coastal Act Section 30210* requires "maximum access" for all people. Section 30210 also qualifies this with "consistent with public safety needs and the need to protect public rights...and natural resource areas from overuse," though the CCC does not emphasize this qualification.	**LUP Policies 3.2.1 and 6.1.3** make viewshed protection the paramount objective; the LUP does not require that access demand be satisfied through new construction. *Coastal Act Section 30212* expressly allows access requirements to be excepted where access is "inconsistent with...the protection of fragile coastal resources," providing statutory support for limiting parking construction. *Coastal Act Section 30007.5* further provides that where Coastal Act policies conflict, the resolution must be "the most protective of significant coastal resources" — scenic resources and fragile coastal resources are equally legitimate coastal resources under the Act, and public access is not the trump card.
LUP Policy 3.2.2.1 protects views from Bixby Creek turnout, therefore visitor access has significant public value that must be preserved.	**LUP Policy 3.2.2.1** defines the critical viewshed to include Bixby Creek Turnout, which activates the prohibition in **LUP Policy 3.2.1** against any development visible from that location.
Better to manage access than eliminate it, consistent with Coastal Act and LCP. *Coastal Act Section 30214* explicitly authorizes managing access by regulating "time, place, and manner," and specifically mentions protecting aesthetic values as a factor in doing so.	"Managed access" does not require or justify new parking infrastructure or overlook construction that the LUP expressly prohibits. Section 30214's authorization to consider aesthetic values in managing access actually supports strict viewshed protection, not construction in the viewshed. Enforcement, shuttle service, and demand management are LUP-consistent tools for managing access without building in the viewshed. *Coastal Act Section 30007.5* requires that policy conflicts be resolved in the manner "most protective of significant coastal resources" — the certified LUP's viewshed protections must be respected alongside any access obligations.

Introduced: 4/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Consider a preliminary analysis report in response to Board Referral No. 2026.05 (Root Askew) requesting for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a preliminary analysis report in response to **Board Referral No. 2026.05**;
b. Provide direction on a preferred referral processing option:
- i. Proceed with completion of referral as outlined in preliminary report;
- ii. Proceed with completion of referral based on modifications by Board;
- iii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
- iv. Rescind referral.

c. Provide further direction, as appropriate.

SUMMARY:

Board Referral No. 2026.05 requests that the Board of Supervisors schedule a discussion of the draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan for Fiscal Years 2026-27 through 2028-29 during the public comment period. The referral seeks an opportunity for the Board to review the draft plan, provide policy direction, and consider revisions before the closing of the public comment period on May 18, 2026, and final approval is anticipated before June 30, 2026. This preliminary report outlines the scope of work, estimated staffing impacts, implementation considerations, and proposed timeline for response.

PRELIMINARY ANALYSIS:
Background: Board Referral No. 2026.05 was submitted on April 7, 2026, by Supervisor Wendy Root Askew, District 4, requesting that the Board schedule time to review and discuss the draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan during the public comment period and provide policy direction prior to final adoption.

The Behavioral Health Services Act was established through the passage of Proposition 1, which was approved in March 2024 by a margin of 0.4% or 26,223 votes. Proposition 1 restructured portions of the former Mental Health Services Act (MHSA) framework and created new statewide requirements intended to modernize behavioral health systems, improve accountability, expand housing and treatment capacity, and prioritize services for individuals with serious behavioral health needs, including

those experiencing homelessness.

Under the BHSA framework, counties are required to develop and adopt a local Three-Year Integrated Plan identifying priorities for behavioral health funding, program design, community engagement, outcomes, and compliance with state spending requirements. Counties must conduct a public comment process, consider stakeholder input, and obtain approval from the Board of Supervisors before submitting the final plan to the State. Monterey County's draft plan for Fiscal Years 2026-27 through 2028-29 is currently under public review from April 3, 2026, through May 18, 2026, with final Board consideration anticipated before June 30, 2026.

Project Description: The requested work would include preparing a Board report and presenting it to facilitate discussion of the draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan during the public comment period. Staff efforts would include reviewing the draft plan, summarizing key policy components, identifying areas where Board policy direction may be warranted, and outlining applicable statutory requirements and implementation timelines.

The project may also include evaluating alignment between the draft BHSA Plan and existing County priorities, plans, and initiatives, including behavioral health system goals, housing strategies, and homelessness response efforts. In addition, staff may summarize stakeholder feedback received during the public comment period and identify potential revisions for Board consideration before final adoption.

Estimated Project Cost: At this preliminary stage, no significant direct fiscal impact is anticipated beyond existing staff time associated with agenda preparation, policy review, and presentation. Should the Board request expanded analysis or revisions to the draft plan, additional staff and consultant resources may be required.

Staffing Level Estimate: Completion of the referral is expected to require moderate staff effort from the Health Department's Behavioral Health Bureau and County Counsel, as needed. Estimated staff time may range from 25 to 50 hours, depending on the scope of the requested analysis and revisions.

Departmental Challenges: Challenges may include the compressed timeline to provide this referral response by April 28, 2026. Additional considerations to submit the Integrated Plan by June 30, 2026, include balancing ongoing operational workloads, incorporating stakeholder feedback, and ensuring compliance with evolving state BHSA guidance associated with Proposition 1 implementation.

Proposed Response Date: April 28, 2026.

This referral supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal 4 to Deepen Organizational Effectiveness and Support Long-Tem Sustainability. It also supports the following of the ten essential public services, specifically: 4) Mobilize community partnerships and action to identify and solve health problems and 9) Evaluate effectiveness, accessibility, and quality of personal and population-based health services.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Implementation of the BHSA Plan is in alignment with Strategic Goal A, Well-Being and Quality of Life, Key Objective, provide service enhancements to support well-being and quality of life and Strategic Goal B, Safe Resilient Communities, Key Objective, provide for essential justice-focused activities.

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
__X__ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Fabricio Chombo, Assistant Bureau Chief, 755- 4578
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. 2026.05
Board Referral No. 2026.05 PowerPoint Presentation

County of Monterey

Board Report

Legistar File Number: PAR 26-007

Item No.

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

April 28, 2026

Introduced: 4/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Consider a preliminary analysis report in response to Board Referral No. 2026.05 requesting for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period.

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    iii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
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c. Provide further direction, as appropriate.

SUMMARY:
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Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Fabricio Chombo, Assistant Bureau Chief, 755- 4578
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. 2026.05
Board Referral No. 2026.05 PowerPoint Presentation

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2026.05
Assignment Date: 04/14/26
(Completed by CAO's Office)

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

Date: 04/07/2026	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: Request for discussion of the Behavioral Health Services Act (BHSA) Draft Plan at a Board of Supervisors' meeting during Public Comment Period

Referral Purpose: Request for the Board of Supervisors to schedule time on the next available agenda to review the draft BHSA Integrated Plan and provide policy direction so staff have an opportunity to strengthen the final plan. And request consideration of attached memo outlining areas for policy consideration by the Board. The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June.

Brief Referral Description (attach additional sheet as required):
The Behavioral Health Services Act (BHSA) provides funding to counties to expand and develop innovative, integrated services for children, transition age youth, adults and older adults. The overall goal is to transform the behavioral health system to improve accountability, increase transparency, and expand the capacity of behavioral health care facilities.

The County of Monterey Health Department's Behavioral Health Bureau has announced the opening of the public comment period for the draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan for Fiscal Years 2026–27 through 2028–29. The comment period began April 3, 2026, and will conclude on May 18, 2026, after which time the Bureau will consider the comments that were received before bringing a final plan for the Board of Supervisors' approval prior to June 30, 2026.

The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June. Upon initial review of the draft , it appears that the plan departs in important respects from the Lead Me Home Plan to End Homelessness, the 5-year plan to reduce homelessness by 50%, developed by the Coalition of Homeless Services Providers and adopted by Monterey County and other jurisdictions in the region.

The draft BHSA plan would benefit from broader, more clearly documented engagement with stakeholders in affordable housing development and homelessness response. **The current draft would benefit from Board direction and targeted revisions before it is ready for final adoption. As time is of the essence, the Board of Supervisors I respectfully request that the Board immediately schedule time to review the draft plan and provide direction on key policy and implementation strategies during the public comment period.** The attached memo outlines areas I believe the Board needs to provide input on.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor	☐ Memo ☐ **Board Report** **X Presentation**
☐ **Land Use Policy**	**Requested Response Timeline**

X **Social Policy** ☐ **Budget Policy** ☐ **Other:**	X 2 weeks ☐ **1 month** ☐ ☐ 6 weeks Status reports until completed Other: Specific Date: _____

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

Department(s): Health Department	Referral Lead: Elsa Jimenez	Board Date: 04/14/26

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.

MEMORANDUM

To: Board of Supervisors

From: Wendy Root Askew, Supervisor, District 4

Date: April 7, 2026

RE: **Draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan**

The Behavioral Health Services Act (BHSA) provides funding to counties to expand and develop innovative, integrated services for children, transition age youth, adults and older adults. The overall goal is to transform the behavioral health system to improve accountability, increase transparency, and expand the capacity of behavioral health care facilities.

The County of Monterey Health Department's Behavioral Health Bureau has announced the opening of the public comment period for the draft Behavioral Health Services Act (BHSA) Three-Year Integrated Plan for Fiscal Years 2026–27 through 2028–29. The comment period began April 3, 2026, and will conclude on May 18, 2026, after which time the Bureau will consider the comments that were received before bringing a final plan for the Board of Supervisors' approval prior to June 30, 2026.

The draft BHSA plan includes significant policy decisions as part of the system redesign mandated by Prop 1; however, the Board of Supervisors is not scheduled to review or discuss these major policy issues until the plan is presented for final approval in late June. Upon initial review of the draft, it appears that the plan departs in important respects from the Lead Me Home Plan to End Homelessness, the 5-year plan to reduce homelessness by 50%, developed by the Coalition of Homeless Services Providers and adopted by Monterey County and other jurisdictions in the region.

The draft BHSA plan would benefit from broader, more clearly documented engagement with stakeholders in affordable housing development and homelessness response, **I believe the current draft would benefit from Board direction and targeted revisions before it is ready for final adoption and therefore request that the Board of Supervisors should immediately schedule time to review the draft plan and provide direction on key policy and implementation strategies during the public comment period.**

The draft BHSA plan focuses on the very real risks of destabilizing critical treatment and support services during transition from the previous MHSA Integrated Plan. The draft plan generally demonstrates compliance with the new BHSA framework, but in several key areas it would benefit from greater operational specificity. It proposes the maximum allowable reduction in Housing Interventions for all three years without a clear restoration strategy; it acknowledges major data gaps in homelessness and institutionalization while offering limited evidence of a corrective data infrastructure plan; and it describes a goal of achieving cross-system housing coordination without details about how it will be achieved. In several places, the plan appears to rely on generalized references to partners and alignment rather than clearly documenting who has been engaged, what they agreed to, how referrals will work, and what outcomes will be measured.

The draft BHSA Integrated Plan is partially aligned with the regionally adopted *Lead Me Home Plan* in that it recognizes the interdependence of housing and behavioral health services and seeks to preserve the service infrastructure needed to keep vulnerable residents stably housed. However, it is not yet well aligned with *Lead Me Home's* housing-first, coordinated-entry, cross-system implementation model. *Lead Me Home* is explicit that ending homelessness requires shared data infrastructure, coordinated prioritization, strong discharge planning, and strategic expansion of housing access. By contrast, the BHSA draft does not sufficiently anchor its housing efforts in HMIS/Coordinated Entry/case conferencing and offers housing coordination language that is often too general to demonstrate operational readiness. **I believe the final plan should be amended to explicitly align with *Lead Me Home* priorities, strengthen housing system integration, commit to data interoperability, and establish concrete cross-sector implementation commitments.**

Specific issues that should be discussed by the Board of Supervisors in preparation of a final plan include:

1. **Restoration of Housing Intervention Transfer over 3-Year Plan:** The draft proposes the maximum allowable transfer away from Housing Interventions for all three years of the plan, but it does not yet provide a clearly defined restoration pathway. If this is intended as a transition stabilization strategy, the final plan should explain why a phased approach is not feasible and should identify objective benchmarks or decision points for restoring the housing allocation in Years 2 and 3 if service stabilization goals are met. The plan should also more clearly explain how Housing Intervention dollars will be balanced across short-term rental subsidies, capital creation, acquisition, operating support, navigation, and other housing-related uses, and why those choices represent the most effective use of limited BHSA resources in a county facing acute housing scarcity. Monterey County's student homelessness crisis is one of the clearest indicators of family housing instability and should not be treated as a peripheral data point in the County's overall housing strategy.

2. **Alignment with the *Lead Me Home Plan to End Homelessness* and Housing Navigation Infrastructure:** *Lead Me Home* treats HMIS, Coordinated Entry, case conferencing, and shared prioritization as core system infrastructure. The BHSA draft would be significantly strengthened by explicitly committing to coordinate BHSA Housing Interventions through the Continuum of Care's HMIS and Coordinated Entry System, with clear eligibility pathways, prioritization criteria, referral protocols, case conferencing practices, and outcomes tracking for BHSA-eligible individuals who are homeless or at imminent risk of homelessness.

   The final plan should also more clearly align with *Lead Me Home's* emphasis on housing placement as a cross-system responsibility, including discharge planning obligations for hospitals, correctional settings, probation, child welfare, and other institutions.

   The County should consider whether broader system improvements identified in other communities, such as more streamlined or universal affordable housing application pathways, shared housing navigation, and other access tools, could improve BHSA clients' connection to existing housing opportunities.

In addition, *Lead Me Home* speaks to the broader issues of economic stability for individuals as a housing retention strategy. It is reasonable to expect that housing security for BHSA-eligible residents is dependent on income, caregiving support, employment pathways, and family stabilization, and should be addressed in the BHSA plan.

3. **Addressing Data Gaps and Interoperability:** The draft acknowledges significant limitations in the County's ability to report key homelessness and institutionalization data. Those limitations underscore the need for a more explicit corrective strategy. If the County is making major housing policy decisions while acknowledging incomplete data, the final plan should identify a timeline, responsible departments, and specific milestones for improving the County's data infrastructure. At a minimum, the final plan should address a pathway for stronger interoperability and data-sharing across:

    - Behavioral Health electronic health records,
    - County clinics,
    - Natividad and/or hospital-based psychiatric systems,
    - Central California Alliance for Health,
    - CoC HMIS,
    - Jail health service provider
    - Probation/corrections, and
    - Child welfare.

    Even if full interoperability cannot be achieved immediately, the BHSA Plan should articulate concrete next steps, including at minimum Electronic Health Records (EHR) alignment between Behavioral Health and County clinic systems, and a strategy for better housing outcome reporting through the homelessness response system.

    The final BHSA Plan should also make clearer use of existing available regional data sources including: *Lead Me Home* planning data, recent Point-in-Time Count information, and input from key health and homelessness system partners to help bridge current gaps while longer-term integration is being developed.

4. **Planning for Justice-involved BHSA-Eligible Individuals:** The draft would benefit from a more defined strategy for BHSA-eligible individuals who are justice-involved or exiting institutional settings. It is widely recognized that the County jail and other institutions are serving individuals with significant behavioral health needs who often face substantial barriers to housing placement upon discharge. The final plan should more clearly address:

    - the scale of unmet housing need among justice-involved, BHSA-eligible individuals,
    - whether these individuals face distinct placement barriers,
    - what specialized housing pathways are needed,
    - how discharge planning will be coordinated across jail, probation, hospitals, and other institutions, and
    - how family reunification or family-based supports will be assessed when clinically and practically appropriate.

It would also be beneficial for the plan to consider supports for family members and caregivers who are part of stabilization and reentry planning for justice-involved behavioral health clients.

5. **Capital Housing Strategy and Housing Continuum Options:** The strategy for capital housing investment described in the draft appears limited in scope and would benefit from greater specificity, urgency, and leverage. The plan references coordination with HHAP, Homekey+, and supportive housing sites, but it does not yet clearly demonstrate how proposed projects will leverage blended funding, connect to existing local housing development efforts, or align with the broader regional homelessness strategy.

   A significant portion of Housing Intervention funds appear to be directed toward rental subsidies. While subsidies are important, the final BHSA plan should more clearly justify that balance in light of the *Lead Me Home Plan's* emphasis on increasing access to an expanded housing supply for the most vulnerable residents.

   To better reflect the practical housing continuum discussed in *Lead Me Home*, the final BHSA plan could also evaluate a broader set of options where clinically and operationally appropriate, including:

   - safe parking with case management,
   - tiny homes or sleeping cabins that provide privacy and safety,
   - ADUs/JADUs, particularly where supportive family or caregivers are part of the plan,
   - shared housing, room-and-board, or license-exempt models, and
   - family-hosted stabilization supports where appropriate.

   The final plan should also acknowledge the current shelter and interim housing funding cliff facing existing local programs, as well as already substantial waiting lists, because those conditions directly affect housing placement feasibility for BHSA-eligible clients.

6. **Flexible Housing Subsidy Pool:** The opportunity to pursue Flexible Housing Subsidy Pool is at the core of the *Lead Me Home* value of coordinated services but currently is not included with the BHSA draft. A Flex Pool is one of the clearest emerging best-practice tools for: braiding housing dollars, simplifying landlord engagement, stabilizing subsidies, and coordinating across systems.

7. **Stakeholder Engagement and BHT Governance Transparency:** The draft frequently references "partners," but it is not always clear which partners were consulted on specific policy choices, when that engagement occurred, or how input shaped the draft. The final plan would be stronger if it included a simple stakeholder engagement matrix identifying:

   - which stakeholder groups were consulted,
   - when and how consultation occurred,
   - what concerns or recommendations were raised, and
   - how that input informed the plan.

In addition, because the BHSA planning process has been supported by a Behavioral Health Transformation Collaborative, it would be helpful to clarify who serves on that collaborative and assurances that key implementation partners such as the County's Homeless Services Director, Housing and Community Development leadership, Continuum of Care leadership, city and public safety leaders, and other essential housing system partners have been included in a meaningful way.

8. **Consideration of Additional Funding Sources for Prevention and Intervention Services:** The final integrated 3 year plan should include the protection of prevention and intervention programs (PEI) lost in the transition from MHSA by identifying behavioral health 'increased productivity revenue' for this purpose. The draft plan recognizes that these PEI programs have been essential and effective in meeting the needs of residents at the lowest level of intervention necessary. The abrupt loss of these system-wide service providers could destabilize the existing behavioral health system that our community relies on.

Requested Board Action: Monterey County has an opportunity to submit a stronger plan that better reflects the scale of our housing crisis, the realities of justice and hospital system involvement, and the need for meaningful integration across behavioral health, housing, healthcare, and community partners within the parameters of the Prop 63 Behavioral Health Services Act focus on serving residents with an eligible "Serious Mental Illness" and/or "Substance Use Disorder".

I respectfully request that the Board schedule time on the next available agenda to review the draft BHSA Integrated Plan and provide policy direction on the issues identified above so that staff have an opportunity to strengthen the final plan before it returns for approval in June. Bringing the plan forward for Board review during the public comment period will also encourage meaningful public engagement in the development of a final plan that is both compliant with the BHSA framework and aligned for action with broad support.

References:

- BHSA draft Implementation Plan: https://www.countyofmonterey.gov/home/showpublisheddocument/145382/639108181257965073
- Lead Me Home Plan: https://chsp.org/continuum-of-care/coc-activities/lead-me-home-plan/
- Civil Grand Jury Report 2023/2024 "Response to Community Members Experiencing a Mental Health Crisis": https://www.monterey.courts.ca.gov/system/files/general/moco_cgjr2324_eng.pdf
- DHCS BHSA: https://www.dhcs.ca.gov/BHT/Pages/home.aspx

Monterey County Behavioral Health

Behavioral Health Transformation

Integrated Plan Policy Overview

Tuesday, April 28, 2026

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

COUNTY OF MONTEREY HEALTH DEPARTMENT

Introductions

Behavioral Health Services Act (BHSA) Three-Year Integrated Plan (IP) Overview



This presentation supports informed public comment by providing

- An overview of how the Integrated Plan is organized
- Key policy requirements established by the State
- How local decisions align within those requirements

Speakers:

Elsa Jimenez: Director of Health Services

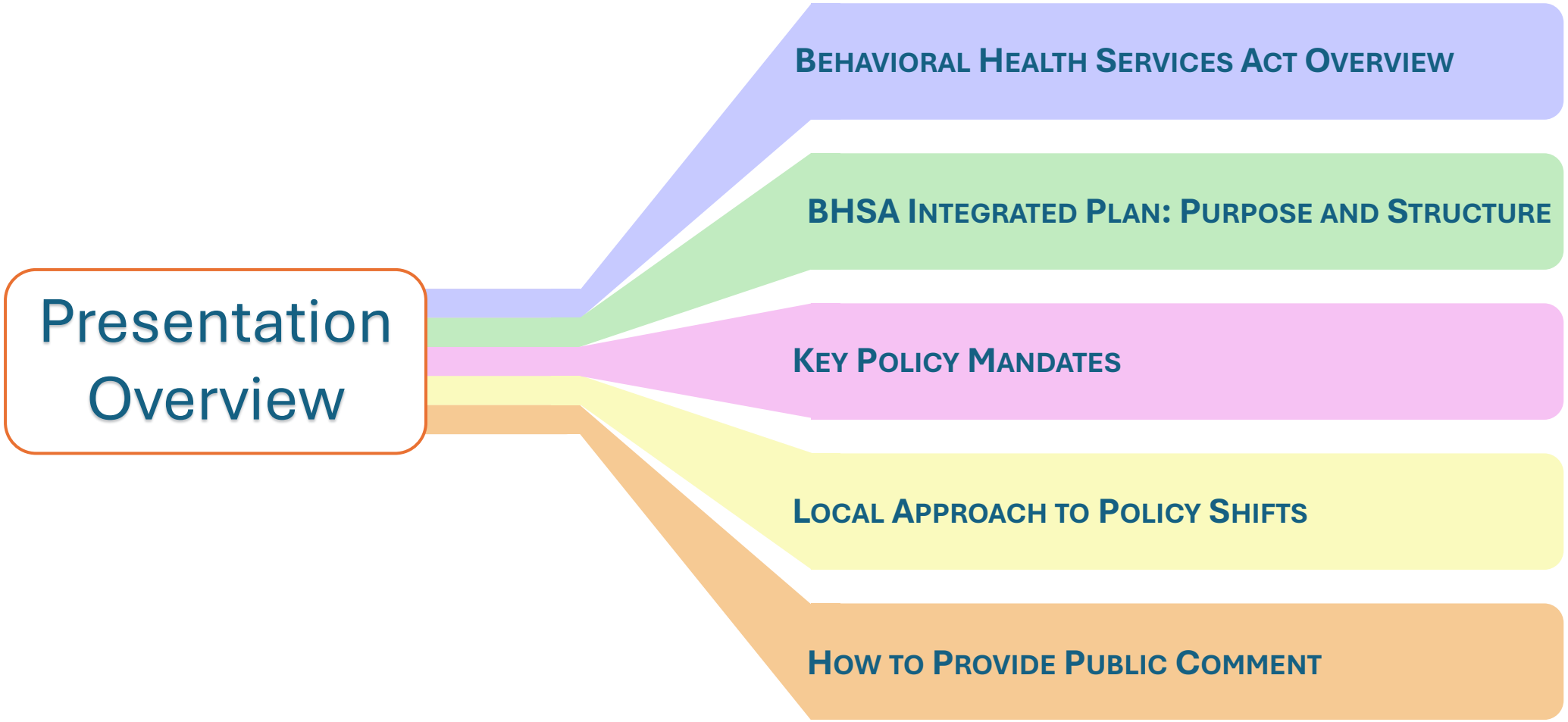
Melanie Rhodes: Behavioral Health Bureau Chief

Fabricio Chombo: Assistant Bureau Chief

Shannon C. Castro: BHSA Coordinator

Dustin Anderson: ThoughtLink

Presentation Overview



Behavioral Health Services Act (BHSA)



MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Proposition 1

In March 2024, California voters passed Proposition 1, a two-bill package, to modernize the state's behavioral health care system.

SB326 – The Behavioral Health Services Act

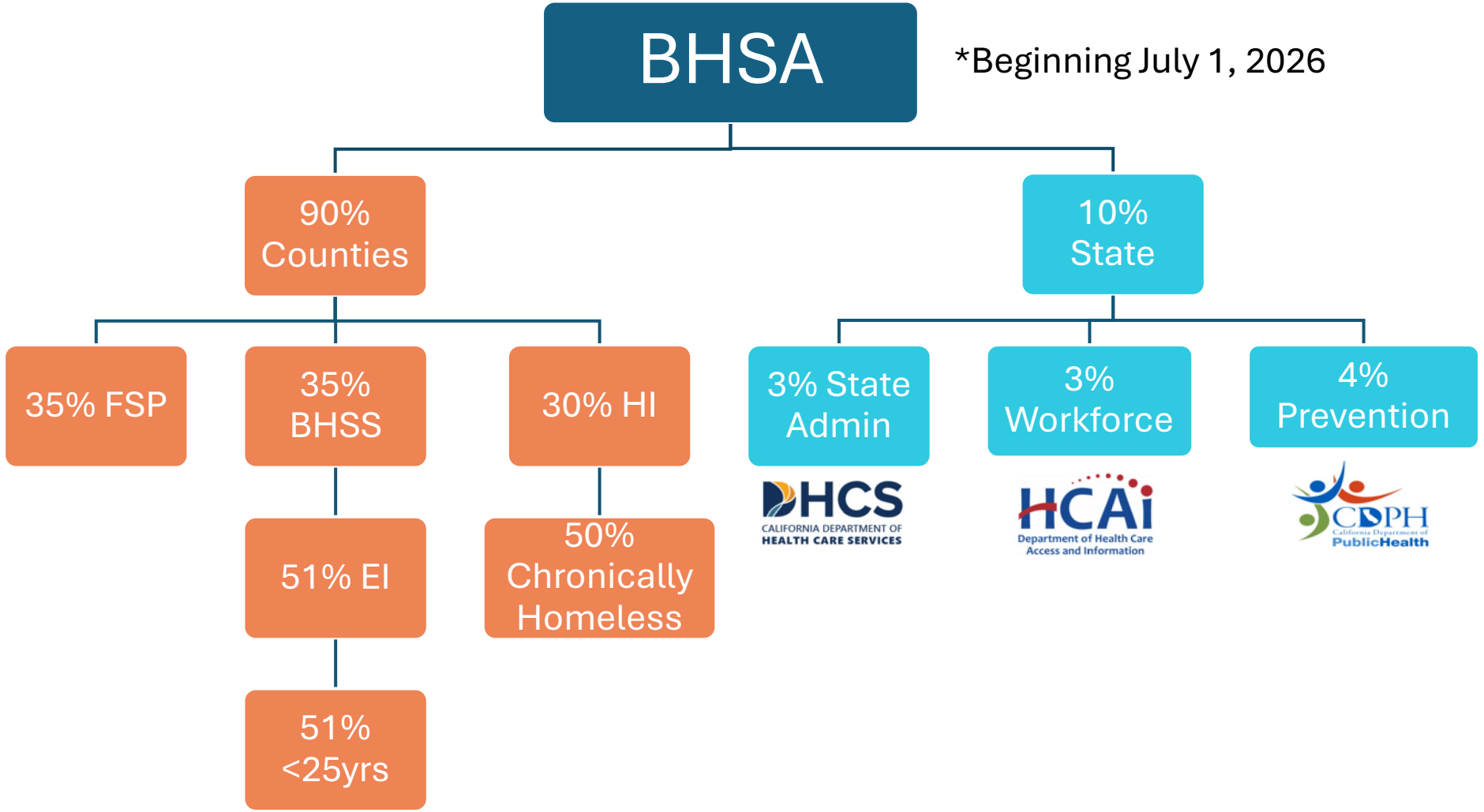
- Reforms behavioral health care funding to provide services to Californians with the most significant behavioral health needs
- Expands the behavioral health workforce to reflect and connect with California's diverse Population
- Focuses on outcomes, accountability, and equity
- **Redirects service, eligibility, and funding requirements across the system**

AB531 – Behavioral Health Bond

- Funds behavioral health treatment beds, supportive housing, and community sites
- Directs funding for housing to veterans with behavioral health needs

**Proposition 1 passed by a narrow margin of 26,223 votes (0.4%) statewide.*

BHSA Funding Framework



MONTEREY COUNTY BEHAVIORAL HEALTH

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BHSA Funding Components

- Full-Service Partnership (FSP) services provide intensive, team-based support to help people with serious mental health or substance use needs achieve their goals for recovery and independent living through flexible, 24/7 care that addresses both clinical and practical needs.

FSP



- Behavioral Health Services and Supports (BHSS) provide ongoing, recovery-oriented care to help people with behavioral health needs maintain wellness and stability through coordinated outpatient, community, and peer-based services that prevent crises and support recovery.

BHSS

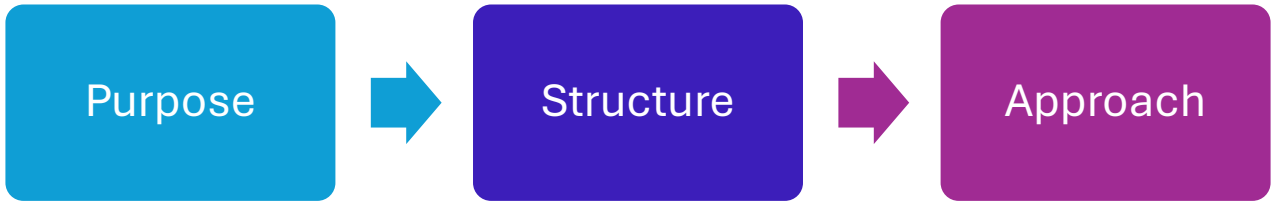


- Housing Interventions (HI) provide housing-focused services and supports to help people with behavioral health needs achieve stability and independence through rental assistance, tenancy support, and other resources that promote long-term housing success.

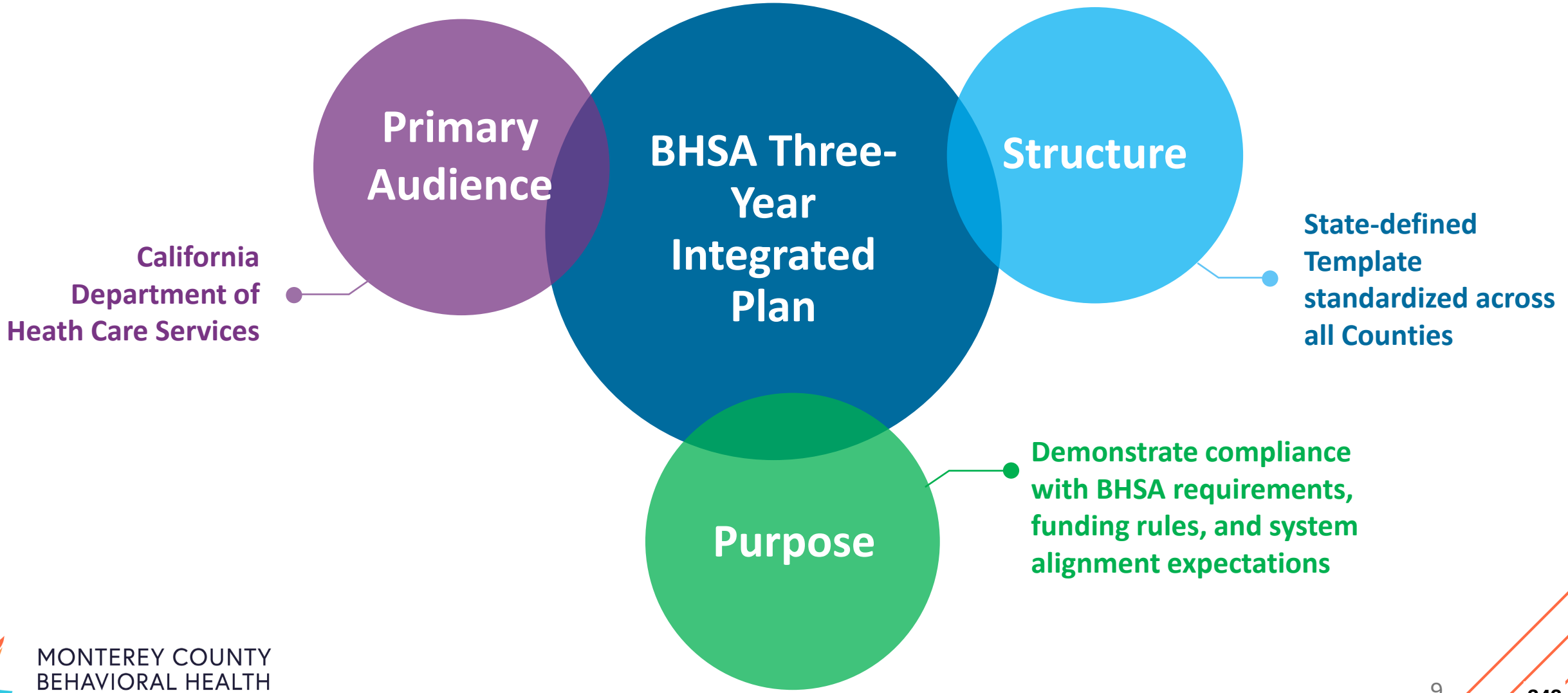
HI



BHSA Three-Year Integrated Plan (IP)



BHSA Integrated Plan



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BHSA Integrated Plan

- General Information
- Exemption Requests
- Funding Transfer Requests
- County BH System Overview
- Statewide BH Goals
- Community Planning Process
- Comment Period and Public Hearing
- County BH Services Care Continuum
- County Provider Monitoring and Oversight
- BHSA Fund Programs
- Workforce Strategy
- Budget and Prudent Reserve
- Plan Approval and Compliance

The BHSA Integrated Plan is system-wide planning and accountability tool and not just a list of programs. Think of it as a map of the county's behavioral health system.

Foundational Context	• County information and population data
Planning and Engagement	• Alignment to stakeholder input & public comment requirements
System Design and Services	• How services are organized and monitored
Workforce Supports	• Workforce strategy and system capacity considerations
Budget and Compliance	• Funding allocations, prudent reserve, and fiscal compliance

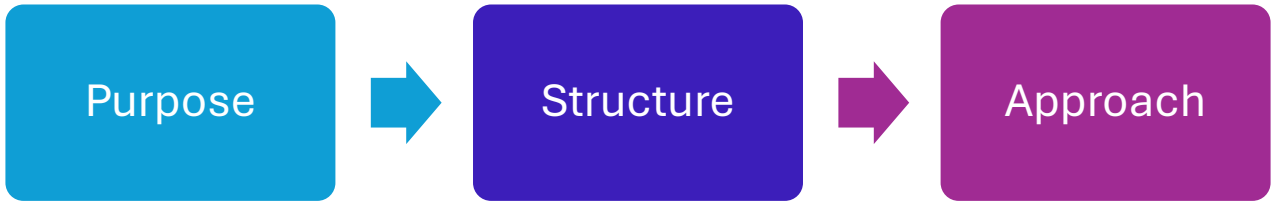
BHSA Integrated Plan Approach

This Plan reflects policy and system-level decisions made within State requirements. It is not a fully specified implementation plan.

- **Built Within a Defined State Framework**
- Compliance-Focused to Reduce Risk
- Stability-Focused During System Transition
- Iterative Development Under Evolving Guidance
- Informed by Stakeholder Engagement

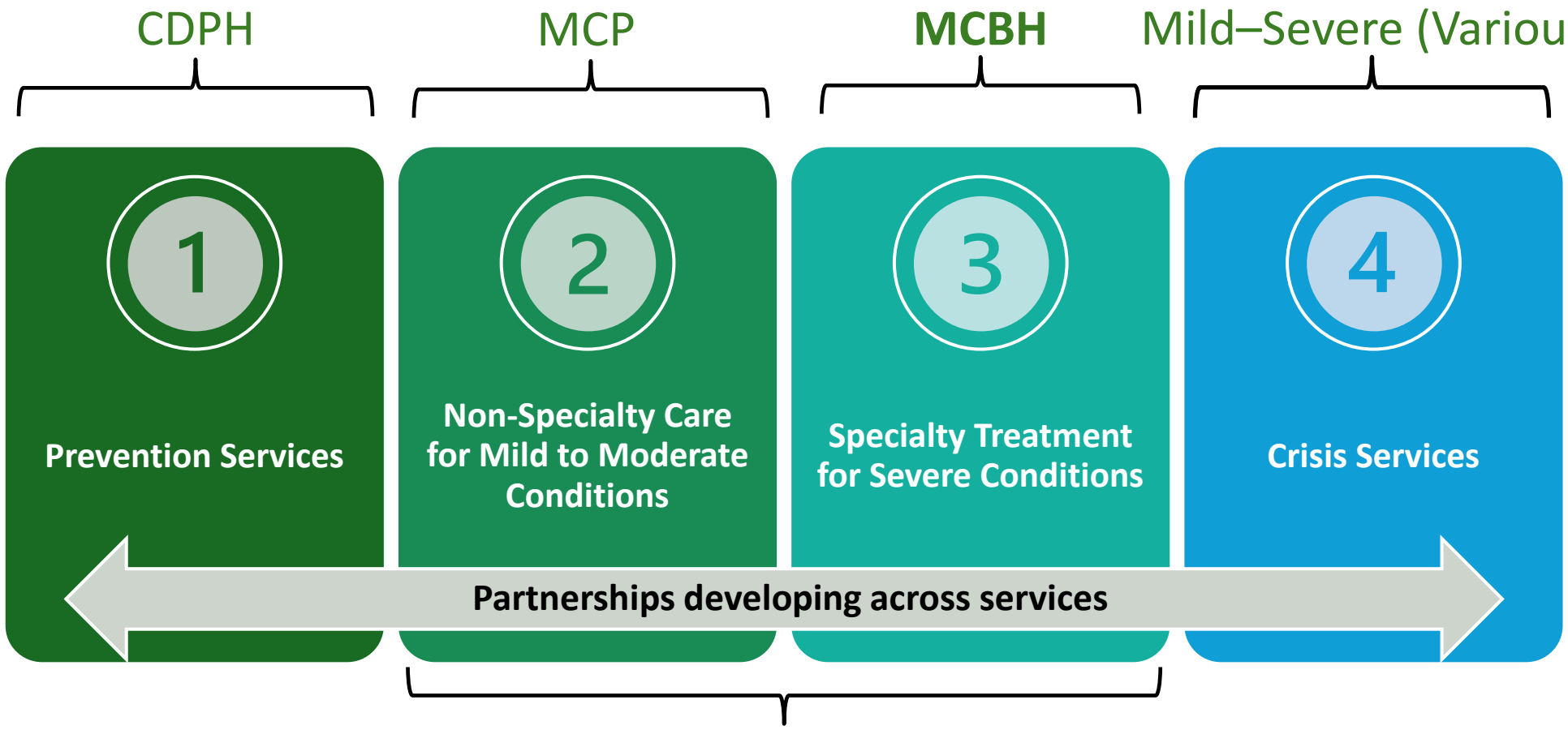
MONTEREY COUNTY BEHAVIORAL HEALTH
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Key Policy Decisions



MONTEREY COUNTY
BEHAVIORAL HEALTH
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#1: Narrowed Service and Population Eligibility



CDPH: California Department of Public Health
MCP: Managed Care Plan

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#1: Narrowed Service and Population Eligibility

	Who the County Serves	Who MCPs Serve	Who Commercial Plans Serve
Who Qualifies for Services	Medi-Cal beneficiaries with SMI, SED, SUD* resulting in significant functional impairment **Safety Net Provider**	Medi-Cal beneficiaries with mild-to-moderate conditions and minimal functional impairment	Individuals w/ commercial or employee-sponsored insurance, based on plan criteria (may include mild-severe conditions)
Who Providers Care	County Behavioral Health staff or County-contracted programs	Behavioral health providers in the MCP network	Private or in-network behavioral health providers
How Care is Accessed	24/7 Access Line, County clinics, or crisis/referral entry	Primary care referral or MCP behavioral health network	Member portal or in-network provider referral

MCP: Managed Care Plan
SMI: Serious Mental Illness
SED: Serious Emotional Disturbance
SUD: Substance Use Disorder

#1: Narrowed Service and Population Eligibility

Priority: Meeting State requirements by directing resources to BHSA-eligible populations



Priority: Supporting alternative funding pathways for prevention and NSMHS providers

Requires MCBH to align services and funding to eligibility requirements while assessing and managing impacts as they emerge across the broader system of care.

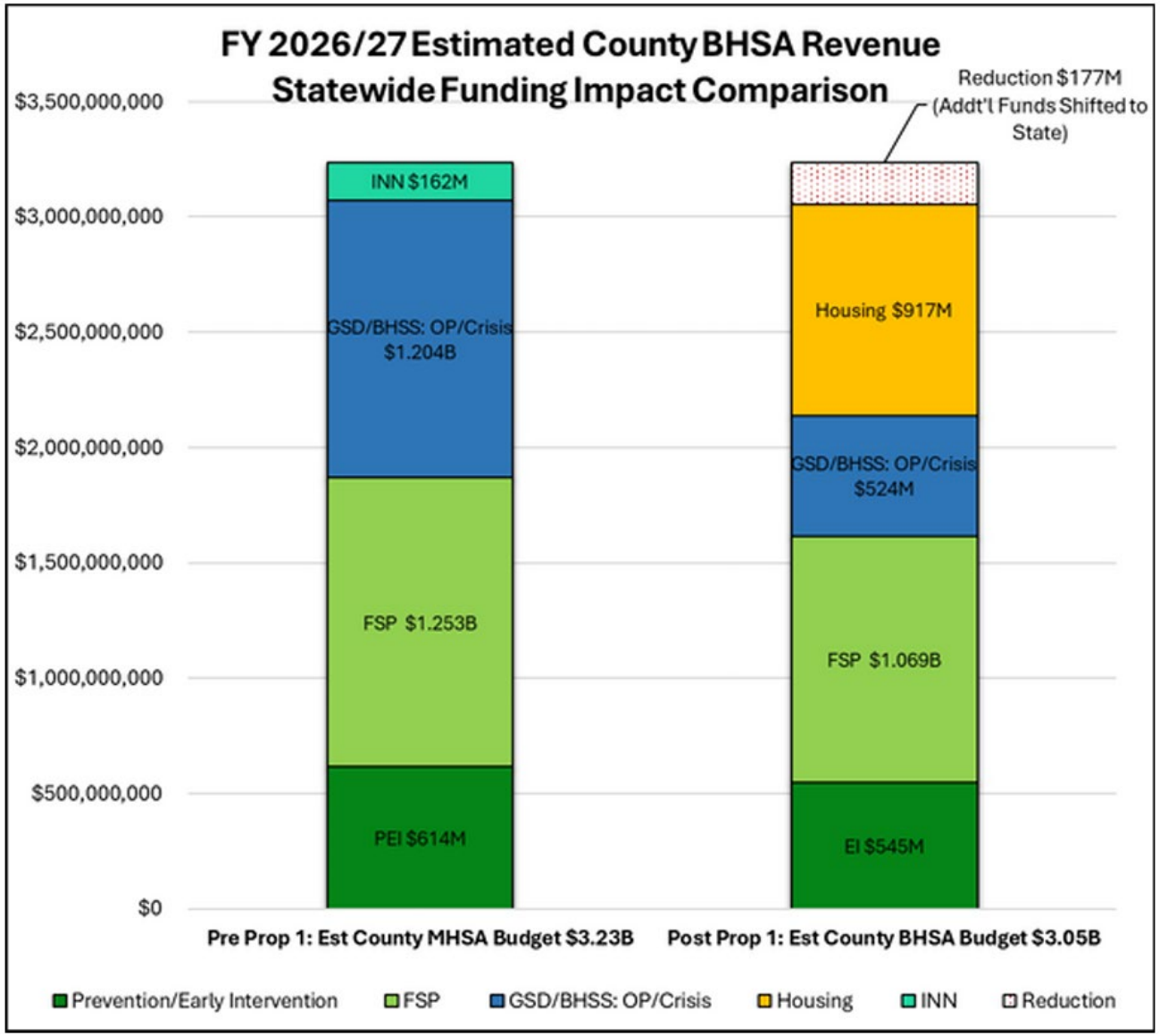
NSMHS: Non-Specialty Mental Health Services

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#2: Required Allocations

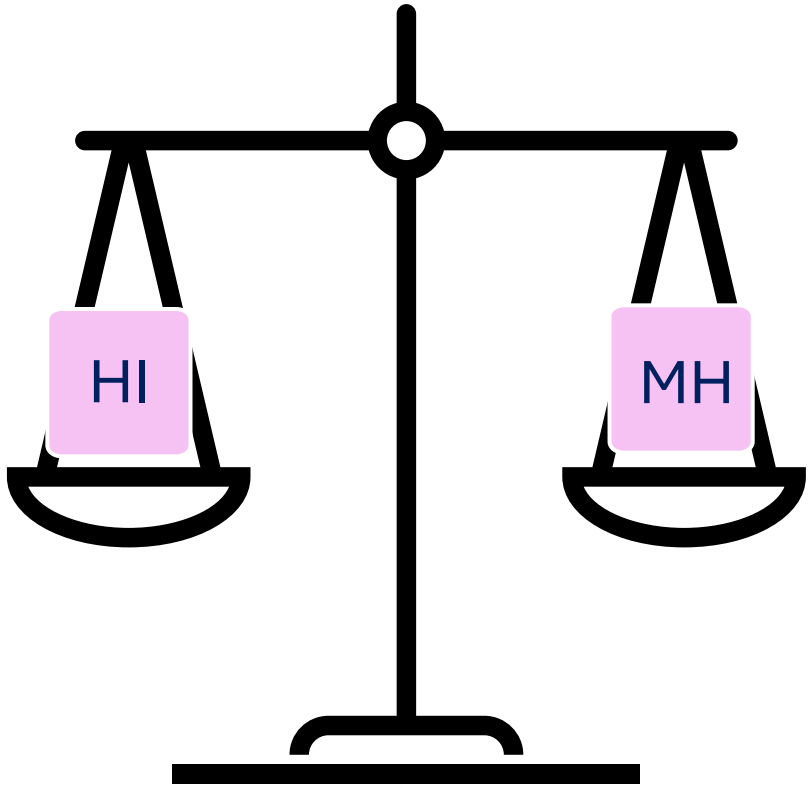
BHSA establishes fixed funding components and required percentages (Housing Interventions, Full Service Partnerships, Behavioral Health Services and Supports) Counties must reorganize investments within these constraints



MONTEREY COUNTY BEHAVIORAL HEALTH
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#2: Required Allocations

Priority: Meeting required investments in Housing Interventions



Priority: Sustaining behavioral health services that support housing stability

Requires MCBH to meet housing funding requirements while managing impacts on the behavioral health service system.

MCBH requested a 7% shift from Housing Interventions to Behavioral Health Services and Supports to help maintain service capacity.

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#3: Coordination & Connection



Counties must work with Local Health Jurisdictions (LHJs) and Managed Care Plans (MCPs) on community health planning processes



Counties must use data from MCPs and LHJs to inform the Integrated Plan



Counties must coordinate engagement efforts with broader community processes where possible

#3: Coordination & Connection

Priority: Strengthening coordination across behavioral health, healthcare, and housing partners

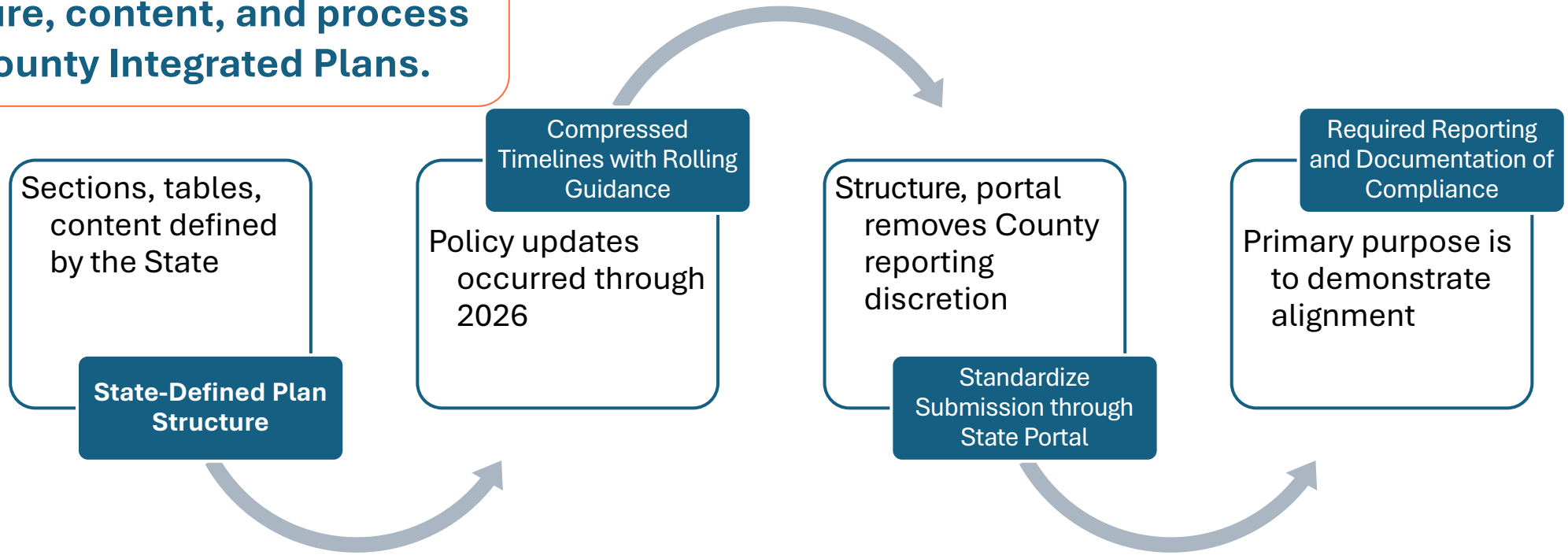


Priority: Operating within separate authorities, funding streams, and decision-making structures

Requires MCBH to participate in coordination across systems while operating within distinct roles, responsibilities, and funding structures.

#4: Standardized, State Driven Reporting

BHSA establishes a standardized structure, content, and process for county Integrated Plans.



The Integrated Plan is a standardized reporting document designed to demonstrate compliance with State requirements.

#4: Standardized, State Driven Reporting

Priority: Meeting State-defined planning and reporting requirements and timelines



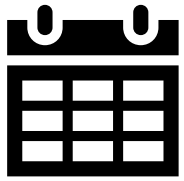
Priority: Communicating local system complexity and maintaining implementation flexibility

Requires MCBH to reflect compliance with new statutory mandates while leaving room for greater coordination over the three-year Plan period

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

Public Comment Period

April 3, 2026, through May 18, 2026



How to Provide Public Comment

1. **Visit the County of Monterey's website to review the Integrated Plan and its appendices, available in English and Spanish.**
2. **Submit comments by 5pm on May 18 via email, US mail, or by hand delivery to:**
   - BHSA@countyofmonterey.gov
   - The County of Monterey Health Department, Behavioral Health Administration,
   - Attn: BHSA Public Comments, 1270 Natividad Road, Salinas, CA 93906.

We encourage you to share this message with colleagues, friends, family, and other Monterey County residents interested in behavioral health and substance use disorder services.

MONTEREY COUNTY BEHAVIORAL HEALTH
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County of Monterey

Board Report

Legistar File Number: OBM 26-059

Item No.25

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

April 28, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-060

Item No.26

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

April 28, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-398

Item No.

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

April 28, 2026

Introduced: 4/22/2026
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

County of Monterey

Board Report

Legistar File Number: RES 26-057

Item No.27

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

April 28, 2026

Introduced: 4/14/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated in Attachment A, effective May 2, 2026; and
b. Authorize and direct the County Human Resources Department to implement the changes in the Advantage Human Resources Management system.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated in Attachment A, effective May 2, 2026; and
b. Authorize and direct the County Human Resources Department to implement the changes in the Advantage Human Resources Management system.

SUMMARY:
Natividad Medical Center (NMC) is seeking to work with the Human Resources Department to realign per diem salary ranges to remain competitive and to continue to recruit, retain and appropriately compensate per diem employees that are not eligible to receive County benefits.

DISCUSSION:
NMC has designated several classifications with per diem status and aims to compensate them approximately 11.87% more than their counterparts since they are ineligible to receive County benefits.

Due to negotiated cost-of-living-adjustments, the salaries of the per diem classifications have fallen out

of alignment with the regular classifications. NMC recommends adjusting the salary ranges for the above mentioned per diem classifications.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Department concurs with the recommendations. Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits increase for Natividad Budget Unit 9600-8142-Fund 451-Appropriation Unit NMC001 for the remainder of FY 2025-26 is approximately $69,600 and then $361,922 annually thereafter. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701

Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Introduced: 4/14/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated in Attachment A, effective May 2, 2026; and
b. Authorize and direct the County Human Resources Department to implement the changes in the Advantage Human Resources Management system.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated in Attachment A, effective May 2, 2026; and
b. Authorize and direct the County Human Resources Department to implement the changes in the Advantage Human Resources Management system.

SUMMARY:

Natividad Medical Center (NMC) is seeking to work with the Human Resources Department to realign per diem salary ranges to remain competitive and to continue to recruit, retain and appropriately compensate per diem employees that are not eligible to receive County benefits.

DISCUSSION:

NMC has designated several classifications with per diem status and aims to compensate them approximately 11.87% more than their counterparts since they are ineligible to receive County benefits.

Due to negotiated cost-of-living-adjustments, the salaries of the per diem classifications have fallen out

of alignment with the regular classifications. NMC recommends adjusting the salary ranges for the above mentioned per diem classifications.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Human Resources Department concurs with the recommendations. Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits increase for Natividad Budget Unit 9600-8142-Fund 451-Appropriation Unit NMC001 for the remainder of FY 2025-26 is approximately $69,600 and then $361,922 annually thereafter. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701

Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

Adjust the base wage salary ranges as indicated below effective May 2, 2026:

Classification Title: Occupational Therapist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$62.206	$65.628	$69.237	$73.045	$77.062	$80.915	$84.961	50F30	8	T	9043	T	Non-exempt
$4,976.51	$5,250.21	$5,538.95	$5,843.58	$6,164.96	$6,473.20	$6,796.86						
$10,782	$11,375	$12,001	$12,661	$13,357	$14,025	$14,727						

*provided for information purposes only

Classification Title: Physical Therapist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$63.434	$66.923	$70.603	$74.486	$78.583	$82.512	$86.638	50G21	8	T	9043	T	Non-exempt
$5,074.74	$5,353.83	$5,648.28	$5,958.92	$6,286.64	$6,600.97	$6,931.02						
$10,995	$11,600	$12,238	$12,911	$13,621	$14,302	$15,017						

*provided for information purposes only

Classification Title: Speech Pathologist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$60.682	$64.019	$67.540	$71.255	$75.174	$78.932	$82.879	50G42	8	T	9043	P	Exempt
$4,854.57	$5,121.55	$5,403.22	$5,700.38	$6,013.89	$6,314.58	$6,630.31						
$10,518	$11,097	$11,707	$12,351	$13,030	$13,682	$14,366						

*provided for information purposes only

Classification Title: Pharmacist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$80.225	$84.637	$89.292	$94.202	$99.383	$104.352	$109.570	50A31	8	T	9043	P	Non-exempt
$6,417.97	$6,770.94	$7,143.33	$7,536.19	$7,950.65	$8,348.19	$8,765.60						
$13,906	$14,670	$15,477	$16,328	$17,226	$18,088	$18,992						

*provided for information purposes only

Classification Title: Clinical Laboratory Scientist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$64.406	$67.948	$71.685	$75.627	$79.786	$83.776	$87.964	50D31	14	T	9043	T	Non-exempt
$5,152.45	$5,435.82	$5,734.78	$6,050.17	$6,382.91	$6,702.06	$7,037.16						
$11,164	$11,778	$12,425	$13,109	$13,830	$14,521	$15,247						

*provided for information purposes only

Classification Title: Respiratory Care Practitioner-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$52.387	$55.268	$58.308	$61.515	$64.898	$68.143	$71.550	50P31	14	T	9043	T	Non-exempt
$4,190.97	$4,421.47	$4,664.63	$4,921.17	$5,191.82	$5,451.41	$5,723.99						
$9,080	$9,580	$10,107	$10,663	$11,249	$11,811	$12,402						

*provided for information purposes only

Classification Title: Interventional Radiologic Technologist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$62.998	$66.463	$70.118	$73.975	$78.043	$81.945	$86.043	50R19	14	T	9043	T	Non-exempt
$5,039.88	$5,317.06	$5,609.48	$5,917.98	$6,243.45	$6,555.62	$6,883.41						
$10,920	$11,520	$12,154	$12,822	$13,527	$14,204	$14,914						

*provided for information purposes only

Classification Title: Radiologic Technologist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.204	$59.295	$62.556	$65.997	$69.626	$73.108	$76.763						
$4,496.33	$4,743.62	$5,004.50	$5,279.73	$5,570.10	$5,848.61	$6,141.04	50R23	14	T	9043	T	Non-exempt
$9,742	$10,278	$10,843	$11,439	$12,069	$12,672	$13,306						

*provided for information purposes only

Classification Title: Sonographer-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$62.061	$65.474	$69.075	$72.874	$76.881	$80.725	$84.762						
$4,964.85	$5,237.90	$5,525.97	$5,829.88	$6,150.51	$6,458.03	$6,780.93	50R33	13	T	9043	T	Non-exempt
$10,757	$11,349	$11,973	$12,631	$13,326	$13,992	$14,692						

*provided for information purposes only

Classification Title: Cardiac Sonographer-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$67.804	$71.533	$75.467	$79.618	$83.996	$88.196	$92.606						
$5,424.32	$5,722.65	$6,037.37	$6,369.41	$6,719.71	$7,055.69	$7,408.48	50R36	13	T	9043	T	Non-exempt
$11,753	$12,399	$13,081	$13,800	$14,559	$15,287	$16,052						

*provided for information purposes only

Classification Title: Nuclear Medicine Technologist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$70.319	$74.186	$78.266	$82.570	$87.111	$91.467	$96.040	50R43	13	T	9043	T	Non-exempt
$5,625.49	$5,934.88	$6,261.28	$6,605.63	$6,968.92	$7,317.36	$7,683.23						
$12,189	$12,859	$13,566	$14,312	$15,099	$15,854	$16,647						

*provided for information purposes only

Classification Title: Surgical Technician-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$44.705	$47.164	$49.757	$52.494	$55.381	$58.150	$61.058	50U32	10	T	9043	T	Non-exempt
$3,576.40	$3,773.09	$3,980.60	$4,199.52	$4,430.48	$4,652.00	$4,884.60						
$7,749	$8,175	$8,625	$9,099	$9,599	$10,079	$10,583						

*provided for information purposes only

Classification Title: Obstetrical Technician-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$35.548	$37.503	$39.566	$41.742	$44.038	$46.240	$48.552	50U52	13	T	9043	T	Non-exempt
$2,843.87	$3,000.28	$3,165.28	$3,339.36	$3,523.02	$3,699.17	$3,884.13						
$6,162	$6,501	$6,858	$7,235	$7,633	$8,015	$8,416						

*provided for information purposes only

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

Resolution No.: PPPR Control No. 26-007)
HRM Control No. 26-008)
)
Adopt a Resolution to:)
a) Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated below, effective May 2, 2026; and)
b) Authorize and direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.)

WHEREAS, Natividad recently completed several base wage compensation studies on classifications that have a separate classification with a per diem status; and

WHEREAS, Natividad recommends adjusting the base wage salary to compensate per diem classifications approximately 11.87% above their counterparts to realign with current market trends to remain competitive and continue to recruit, retain and appropriately compensate per diem employees since per diem employees are not eligible to receive County benefits; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98- 394 Appendix A to be amended; NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A is amended to adjust the salary ranges of the Occupational Therapist-Per Diem, Physical Therapist-Per Diem, Speech Pathologist-Per Diem, Pharmacist-Per Diem, Clinical Laboratory Scientist-Per Diem, Respiratory Care Practitioner-Per Diem, Interventional Radiological Technologist-Per Diem, Radiological Technologist-Per Diem, Sonographer-Per Diem, Cardiac Sonographer-Per Diem, Nuclear Medicine Technologist-Per Diem, Surgical Technician-Per Diem and Obstetrical Technician-Per Diem classifications as indicated below:

Classification Title: Occupational Therapist-Per Diem												
Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$62.206	$65.628	$69.237	$73.045	$77.062	$80.915	$84.961	50F30	8	T	9043	T	Non-exempt
$4,976.51	$5,250.21	$5,538.95	$5,843.58	$6,164.96	$6,473.20	$6,796.86						
$10,782	$11,375	$12,001	$12,661	$13,357	$14,025	$14,727						

*provided for information purposes only

Classification Title: Physical Therapist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$63.434	$66.923	$70.603	$74.486	$78.583	$82.512	$86.638	50G21	8	T	9043	T	Non-exempt
$5,074.74	$5,353.83	$5,648.28	$5,958.92	$6,286.64	$6,600.97	$6,931.02						
$10,995	$11,600	$12,238	$12,911	$13,621	$14,302	$15,017						

*provided for information purposes only

Classification Title: Speech Pathologist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$60.682	$64.019	$67.540	$71.255	$75.174	$78.932	$82.879	50G42	8	T	9043	P	Exempt
$4,854.57	$5,121.55	$5,403.22	$5,700.38	$6,013.89	$6,314.58	$6,630.31						
$10,518	$11,097	$11,707	$12,351	$13,030	$13,682	$14,366						

*provided for information purposes only

Classification Title: Pharmacist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$80.225	$84.637	$89.292	$94.202	$99.383	$104.352	$109.570	50A31	8	T	9043	P	Non-exempt
$6,417.97	$6,770.94	$7,143.33	$7,536.19	$7,950.65	$8,348.19	$8,765.60						
$13,906	$14,670	$15,477	$16,328	$17,226	$18,088	$18,992						

*provided for information purposes only

Classification Title: Clinical Laboratory Scientist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$64.406	$67.948	$71.685	$75.627	$79.786	$83.776	$87.964	50D31	14	T	9043	T	Non-exempt
$5,152.45	$5,435.82	$5,734.78	$6,050.17	$6,382.91	$6,702.06	$7,037.16						
$11,164	$11,778	$12,425	$13,109	$13,830	$14,521	$15,247						

*provided for information purposes only

Classification Title: Respiratory Care Practitioner-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$52.387	$55.268	$58.308	$61.515	$64.898	$68.143	$71.550	50P31	14	T	9043	T	Non-exempt
$4,190.97	$4,421.47	$4,664.63	$4,921.17	$5,191.82	$5,451.41	$5,723.99						
$9,080	$9,580	$10,107	$10,663	$11,249	$11,811	$12,402						

*provided for information purposes only

Classification Title: Interventional Radiologic Technologist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$62.998	$66.463	$70.118	$73.975	$78.043	$81.945	$86.043	50R19	14	T	9043	T	Non-exempt
$5,039.88	$5,317.06	$5,609.48	$5,917.98	$6,243.45	$6,555.62	$6,883.41						
$10,920	$11,520	$12,154	$12,822	$13,527	$14,204	$14,914						

*provided for information purposes only

Classification Title: Radiologic Technologist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$56.204	$59.295	$62.556	$65.997	$69.626	$73.108	$76.763	50R23	14	T	9043	T	Non-exempt
$4,496.33	$4,743.62	$5,004.50	$5,279.73	$5,570.10	$5,848.61	$6,141.04						
$9,742	$10,278	$10,843	$11,439	$12,069	$12,672	$13,306						

*provided for information purposes only

Classification Title: Sonographer-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates							Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
$62.061	$65.474	$69.075	$72.874	$76.881	$80.725	$84.762	50R33	13	T	9043	T	Non-exempt
$4,964.85	$5,237.90	$5,525.97	$5,829.88	$6,150.51	$6,458.03	$6,780.93						
$10,757	$11,349	$11,973	$12,631	$13,326	$13,992	$14,692						

*provided for information purposes only

Classification Title: Cardiac Sonographer-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$67.804	$71.533	$75.467	$79.618	$83.996	$88.196	$92.606						
$5,424.32	$5,722.65	$6,037.37	$6,369.41	$6,719.71	$7,055.69	$7,408.48	50R36	13	T	9043	T	Non-exempt
$11,753	$12,399	$13,081	$13,800	$14,559	$15,287	$16,052						

*provided for information purposes only

Classification Title: Nuclear Medicine Technologist-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$70.319	$74.186	$78.266	$82.570	$87.111	$91.467	$96.040						
$5,625.49	$5,934.88	$6,261.28	$6,605.63	$6,968.92	$7,317.36	$7,683.23	50R43	13	T	9043	T	Non-exempt
$12,189	$12,859	$13,566	$14,312	$15,099	$15,854	$16,647						

*provided for information purposes only

Classification Title: Surgical Technician-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$44.705	$47.164	$49.757	$52.494	$55.381	$58.150	$61.058						
$3,576.40	$3,773.09	$3,980.60	$4,199.52	$4,430.48	$4,652.00	$4,884.60	50U32	10	T	9043	T	Non-exempt
$7,749	$8,175	$8,625	$9,099	$9,599	$10,079	$10,583						

*provided for information purposes only

Classification Title: Obstetrical Technician-Per Diem

Hourly, Bi-Weekly and Monthly Pay Rates

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$35.548	$37.503	$39.566	$41.742	$44.038	$46.240	$48.552						
$2,843.87	$3,000.28	$3,165.28	$3,339.36	$3,523.02	$3,699.17	$3,884.13	50U52	13	T	9043	T	Non-exempt
$6,162	$6,501	$6,858	$7,235	$7,633	$8,015	$8,416						

*provided for information purposes only

2. The Human Resources Department is authorized and 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

Introduced: 3/30/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Department of Health Services to complete internship/externship assignments as part of their field education and service-learning requirements for their respective field of study program;
b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel and County Risk Management;
c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel; and
d. Approve and authorize execution by the Director of Health Services or designee of the Student Placement Agreement template with universities and colleges for Fiscal Year (FY) 2025-2026 through FY 2030-2031.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Department of Health Services to complete internship/externship assignments as part of their field education and service-learning requirements for their respective field of study program;
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d. Approve and authorize execution by the Director of Health Services or designee of the Student Placement Agreement template with universities and colleges for Fiscal Years 2025-2026 through Fiscal Year 2030-2031.

SUMMARY:

The Monterey County Health Department (MCHD) requests the Board of Supervisors to approve a Student Placement Agreement Template ("Template") for use with universities and colleges. This Template will support student internships and externships by providing practical clinical and non-clinical experience required for academic programs. Additionally, it will help MCHD attract and

develop a future workforce by creating a pipeline of qualified graduates, including those with bilingual skills, for employment opportunities within Monterey County.

DISCUSSION:
The proposed Template establishes standardized County policies, procedures, and best practices for student placement. This includes processes for application review, placement coordination, credentialing, and compliance with confidentiality and health privacy laws, as well as insurance and indemnification requirements.

Utilizing a pre-approved Template will streamline administrative processes, improve efficiency, and reduce the time required to execute agreements with participating universities and colleges.

This Template contains the County's 30-day termination "no cause" provision (Section VII, Paragraph C), which provides that either the County or University may cancel the Agreement.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This operational Agreement does not contain any fiscal provisions; therefore, there is no impact to the General Fund from its approval.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports Safe and Resilient Communities by strengthening the local public health workforce pipeline, ensuring the County maintains a well-trained and culturally competent workforce to meet community health needs. This aligns with workforce development objectives and supports long-term resilience in public health service delivery.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Student Placement Agreement Template

Introduced: 3/30/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel; and
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a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Department of Health Services to complete internship/externship assignments as part of their field education and service-learning requirements for their respective field of study program;
b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel and County Risk Management;
c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel; and
d. Approve and authorize execution by the Director of Health Services or designee of the Student Placement Agreement template with universities and colleges for Fiscal Years 2025-2026 through Fiscal Year 2030-2031.

SUMMARY:

The Monterey County Health Department (MCHD) requests the Board of Supervisors to approve a Student Placement Agreement Template ("Template") for use with universities and colleges. This Template will support student internships and externships by providing practical clinical and non-clinical experience required for academic programs. Additionally, it will help MCHD attract and

develop a future workforce by creating a pipeline of qualified graduates, including those with bilingual skills, for employment opportunities within Monterey County.

DISCUSSION:
The proposed Template establishes standardized County policies, procedures, and best practices for student placement. This includes processes for application review, placement coordination, credentialing, and compliance with confidentiality and health privacy laws, as well as insurance and indemnification requirements.

Utilizing a pre-approved Template will streamline administrative processes, improve efficiency, and reduce the time required to execute agreements with participating universities and colleges.

This Template contains the County's 30-day termination "no cause" provision (Section VII, Paragraph C), which provides that either the County or University may cancel the Agreement.

OTHER AGENCY INVOLVEMENT:
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports Safe and Resilient Communities by strengthening the local public health workforce pipeline, ensuring the County maintains a well-trained and culturally competent workforce to meet community health needs. This aligns with workforce development objectives and supports long-term resilience in public health service delivery.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Student Placement Agreement Template

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY, BY AND THROUGH THE COUNTY OF MONTEREY HEALTH DEPARTMENT AND [INSTITUTION]

This AGREEMENT is made by and entered into this [] day of [month], [Year] between [**Institution]** ("Institution") and the County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department ("COUNTY").

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY, and students and the County. Institution supports the goals and objectives of the COUNTY program in which the students will participate.

D. Health services provided and administered by the COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et. seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, and other pertinent information. The COUNTY shall review student applications and select students for internship with the COUNTY. Each student participant shall be responsible for submitting their student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to student.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student participant performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications. Institution shall ensure appropriate health and safety training is provided to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has their own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1. Complying with County's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Arranging for his/her own transportation and living arrangements.

3. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.

4. Maintaining the confidentiality of patient information.
   a. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

   c. COUNTY shall reasonably assist student in obtaining patient consent in

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appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5. Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6. Informing students and making them aware of workplace illness and injury hazards. Students acknowledge and agree to follow all current County health and safety requirements, including the use of Personal Protection Equipment, as well as to follow local, state and/or federal laws.

7. Complying with insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

II. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student, in the judgment of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene, and non-compliance with the use of Personal Protective Equipment, as may be required by health and safety protocols. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with the COUNTY to determine whether the student will be reinstated in the field experience assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

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F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defines in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of the COUNTY, the student will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

A. The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student to maintain professional liability, public liability, and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement.

D. In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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

2. Commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution's work, including ongoing and completed operations, and further providing 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 Institution's insurance.

3. Student automobile liability insurance, for students who drive to/from any clinical work location, with proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students.

4. Workers' Compensation Insurance, if Institution employs other individuals 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.

E. Except for a ten (10) day notice of non-payment, the Institution and the COUNTY will require thirty 30 days' written notice if a policy is canceled, non-renewed, or if coverage/limits are reduced or materially altered.

VI. INDEMNIFICATION

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The Institution shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until [month, day, year].

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by electronic mail as provided by COUNTY, below:

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

FOR COUNTY:	FOR INSTITUTION:
Cindy Girard-Berry Departmental Human Resources Manager (Health)	
Name and Title	*Name and Title*
1270 Natividad Rd. Salinas, Ca. 93906 berryc@countyofmonterey.gov	
Address	*Address*
(831) 755-4547	
Phone	*Phone*

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

INSTITUTION

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

TEMPLATE **APPROVED AS TO LEGAL FORM:**

By: DocuSigned by: Stacy Saetta C0ECE1B99F4...
Stacy Saetta
County Counsel
Chief Deputy County Counsel

Date: 3/27/2026 | 7:24 AM PDT

TEMPLATE **APPROVED AS TO RISK PROVISIONS:**

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...
David Bolton
Risk Management
Risk Manager

Date: 3/27/2026 | 8:44 AM PDT

Docusign Envelope ID: A78C7143-580D-4BE8-966C-F1715CEE595A

EXHIBIT A

The County of Monterey Health Department (MCHD) policies/procedures listed below indicate the pertinence to this specific field experience. MCHD reserves the right to amend the policies/procedures below and add additions as needed.

Students must complete and provide evidence of required activities, including but not limited to, the items listed below:

I. Pre-Boarding (After Student is Matched but *Before* Student is Approved as a MCHD Intern)

a. Complete Intern Application

b. Pass Live Scan

c. Provide DMV Printout

d. Provide Driver's License

e. Provide NPI number (for interns who will provide clinical services)

f. Student Attestation Letter (Student is in good standing with the school)

g. Scope of Practice (Clinical Externship Requirements and Responsibilities)

h. BLS Certificate (if available)

II. On-Boarding

a. MCHD Resources (HR) Orientation – First day of Internship

i. Review and sign the following policies

☐ Drug-Free Workplace Policy

☐ Asbestos Notification

☐ Vehicle Use*

☐ Discrimination and Sexual Harassment

☐ Smoke-Free

☐ Information Technology Appropriate Use

☐ Protected Information

ii. Complete TBD Blood Draw

iii. Provide proof of immunization against vaccine preventable diseases, when required by the student's field program.

b. By end of first week of Internship review and sign the following policies

i. Confidentiality*

ii. Compliance

Items followed by an asterisk* require Interns to take and pass on-demand course within the first week of their on-boarding.

Introduced: 4/6/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Medbridge, Inc., to access a web-based system for the creation of home exercise programs for patients served in the California Children's Services Medical Therapy Program, for a one-year term, effective upon execution, for a total amount not to exceed amount of $3,289;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the County Purchasing Agent or designee to sign up to three future amendments to the agreement, provided they do not exceed an aggregate amount of $200,000 fall within the signing authority of the County Purchasing Agent, and do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Medbridge, Inc., to access a web-based system for the creation of home exercise programs for patients served in the California Children's Services Medical Therapy Program, for a one-year term, effective upon execution, for a total amount not to exceed amount of $3,289;
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c. Approve and authorize the County Purchasing Agent or designee to sign up to three future amendments to the agreement, provided they do not exceed an aggregate amount of $200,000 fall within the signing authority of the County Purchasing Agent, and do not significantly change the scope of services.

SUMMARY:

The California Children's Services (CCS) Medical Therapy Program (MTP) provides physical and occupational therapy to children across Monterey County. To improve the creation and delivery of home exercise programs, CCS MTP plans to transition from its current system, PhysioTools, to MedBridge, a U.S.-based platform with an extensive exercise and education library. MedBridge offers over 8,000 customizable exercises, including pediatric modules, along with robust training and patient education resources. This transition will enhance program efficiency, ensure continuity of care, and strengthen CCS MTP's ability to support children with special needs in achieving their highest quality of life.

DISCUSSION:

The California Children's Services (CCS) Medical Therapy Program (MTP) provides physical and occupational therapy (PT/OT) services to patients at three clinic locations in Monterey County. Effective PT/OT services include providing each patient & family with a home exercise program (HEP) based on the child's individual needs. Historically, CCS MTP has used various resources to create home exercise programs, including assembling hard copies of HEP programs from purchased books or having each therapist draft recommended exercises freehand. These methods are outdated, time-consuming, limited in what they can provide, and do not reflect current best practices in the rehab community for creating a home exercise program. Recognizing these limitations, CCS MTP transitioned to a web-based program, PhysioTools (now PhysiTrak), approximately 6 years ago. Although PhysioTools improved the efficiency and quality of HEP creation, there have been ongoing issues with invoicing, payments, and the submission of required paperwork, as the original company operates outside of the US (Finland). There have been significant periods when access to the PhysioTools website was suspended due to these challenges. MTP has identified MedBridge, as an industry leader in providing healthcare education, training, and a home exercise library to hospitals and health facilities throughout the US. MTP lead therapists have reviewed MedBridge's home exercise library through demonstration accounts. MedBridge has an extensive library of over 8,000 exercises, including a separate module for pediatrics. MTP staff will have access to all of these exercises to create a customizable HEP for each patient served at the Medical Therapy Unit. An added benefit is an extensive education library covering topics relevant to physical and occupational therapy, as well as a patient education library.

This agreement with MedBridge will allow physical and occupational therapists in the CCS MTP to have ongoing web-based access to extensive exercise, educational, and patient education library. Utilization of MedBridge products will significantly improve the efficiency of creating PT/OT home exercise programs and the quality of the programs required for each patient enrolled in the CCS MTP. Improving the quality of the home exercise program will assist the CCS MTP in meeting its mission to maximize the quality of life of the child with special needs by providing physical and occupational therapy that includes on-going assessment, treatment, and consultation to the child, family, and community.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

This item was unanimously supported by MedBridge, Inc. on March 25, 2026.

FINANCING:
This Agreement is funded 50% with Health Realignment and 50% with California Department of Health Care Services CCS Medical Therapy Program grant. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget and the FY 2026-2027 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed agreement aligns with the Board of Supervisors Strategic Plan Goal A: Well-Being and Quality of Life. The CCS Medical Therapy Program, utilizing the resources made available through the

proposed agreement, improves the quality of life of the children served in the program. Specifically, the program supports the child's rehabilitation needs in the home and community through evidence-based home exercise programs that help the child improve their independence and meet their therapy goals.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Order Form (Non-standard Agreement)
Business Associate Agreement

Introduced: 4/6/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Medbridge, Inc., to access a web-based system for the creation of home exercise programs for patients served in the California Children's Services Medical Therapy Program, for a one-year term, effective upon execution, for a total amount not to exceed amount of $3,289;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the County Purchasing Agent or designee to sign up to three future amendments to the agreement, provided they do not exceed an aggregate amount of $200,000 fall within the signing authority of the County Purchasing Agent, and do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard Agreement with Medbridge, Inc., to access a web-based system for the creation of home exercise programs for patients served in the California Children's Services Medical Therapy Program, for a one-year term, effective upon execution, for a total amount not to exceed amount of $3,289;
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SUMMARY:

The California Children's Services (CCS) Medical Therapy Program (MTP) provides physical and occupational therapy to children across Monterey County. To improve the creation and delivery of home exercise programs, CCS MTP plans to transition from its current system, PhysioTools, to MedBridge, a U.S.-based platform with an extensive exercise and education library. MedBridge offers over 8,000 customizable exercises, including pediatric modules, along with robust training and patient education resources. This transition will enhance program efficiency, ensure continuity of care, and strengthen CCS MTP's ability to support children with special needs in achieving their highest quality of life.

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Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Order Form (Non-standard Agreement)
Business Associate Agreement

Docusign Envelope ID: 0849F44E-3BA1-45B7-AE71-D92D31446884

Medbridge, Inc.
10900 N.E. 4th Street, Suite 2300
Bellevue WA, 98004

Offer Valid Through: 5/31/2026
Prepared By: Elliot Yashar
Quote#: Q-35675
AE Email: elliot.yashar@medbridge.com

Order Form

Customer Information

County of Monterey
1270 Natividad Road
Salinas, California,93906
United States

Primary Contact: Christine Betts
bettsca@countyofmonterey.gov
+118314842319

Purchase Details

Subscription Term: 12 months
Renewal Term: 12 months
Payment Terms: Net 30
Billing Frequency: Annual

Products

Product Name	Annual Unit Price	Subscription Qty	Subtotals
Pro	$299.00	11	$3,289.00
		Total Cost	$3,289.00

Each Pricing Quote will be billed as a single invoice which will include applicable taxes as set out therein. Requests for split billing will result in additional fees.

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Medbridge, Inc.
10900 N.E. 4th Street, Suite 2300
Bellevue WA, 98004

Offer Valid Through: 5/31/2026
Prepared By: Elliot Yashar
Quote#: Q-35675
AE Email: elliot.yashar@medbridge.com

Terms and Conditions

Products and services provided by Medbridge, Inc. under this Order Form are governed by and subject to the Medbridge Subscription Agreement attached to this Order Form and incorporated by reference.

Once this Order Form is signed by Customer, Customer agrees to pay the amounts listed in accordance with this Order Form and the Terms of Use, along with any applicable taxes. By signing below, the signatory certifies that (i) they have read and agree to the Agreement and (ii) he or she is an authorized signatory for Customer.

Invoices for this order will be emailed automatically from billings@medbridge.com.

Each Pricing Quote will be billed as a single invoice which will include applicable taxes as set out therein. Requests for split billing will result in additional fees.

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Medbridge, Inc.
10900 N.E. 4th Street, Suite 2300
Bellevue WA, 98004

Offer Valid Through: 5/31/2026
Prepared By: Elliot Yashar
Quote#: Q-35675
AE Email: elliot.yashar@medbridge.com

Please fill out the contact information for the "Medbridge Admin" and the "Billing Contact" that you'd like associated with your Medbridge account. If you prefer, you can also leave these fields blank, and we'll automatically enroll your contact information for both roles.

The "Medbridge Admin" will be in charge of tasks such as user setup, subscription management, and renewals for your organization. Meanwhile, the "Billing Contact" will be used for handling renewal and add-on invoicing.

Medbridge Admin

First Name:
Last Name:
Email Address:
Phone:

Billing Contact

First Name: County of Monterey Health Department
Last Name: Public Health Bureau
Email Address: 412-PHFiscal@countyofmonterey.gov
Phone: (831) 755-4500

By signing this Agreement I agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

CUSTOMER

Signature:
Name: Elsa Mendoza Jimenez
Title: Director of Health Services
Date:

MEDBRIDGE, INC

Signature:
Name:
Title:
Date:

Each Pricing Quote will be billed as a single invoice which will include applicable taxes as set out therein. Requests for split billing will result in additional fees.

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MEDBRIDGE SUBSCRIPTION AGREEMENT

This Medbridge Subscription Agreement ("Agreement") is entered into by and between Medbridge, Inc., a Washington corporation with its principal place of business at 10900 N.E. 4th Street, Suite 2300, Bellevue, WA 98004 ("Medbridge"), and the entity identified on the applicable Order Form ("Customer", each a "Party" and collectively the "Parties"). This Agreement governs Customer's access to and use of Medbridge's subscription services under both its legacy pricing structure and the updated OneCare framework. It is effective as of the last signature date below ("Effective Date") and, together with any applicable Order Form, Statement of Work, addendum, or exhibit executed by the Parties, forms the complete agreement between them. In the event of conflict, the terms of an Order Form or addendum will control as to the services it describes. This Agreement applies to all Subscriptions and services purchased during the Term.

1. DEFINITIONS. Terms defined above have their assigned meanings, and each of the following terms has the meaning assigned to it.

"Access Fees" means the fees owed by Customer for access to Subscription services, including per-Episode fees and any other applicable charges, as set forth in the applicable Order Form.

"Authorized User" means an individual designated by Customer to access the Subscription in accordance with this Agreement.

"Compliance Library" means the collection of non-CEU compliance courses available on the Medbridge platform, as may be updated by Medbridge from time to time.

"Confidential Information" has the meaning given in Section 5 of this Agreement.

"Continuing Education Library" means Medbridge's collection of CEU-eligible and related educational content, including preparation programs, certificates, breakouts, and webinars, excluding the Compliance Library.

"Episode" or "Episodes" means the creation or use of certain Medbridge programs, as defined below. Episodes are used to calculate Pooled Allotments and episodic billing. Unless otherwise stated in the applicable Order Form, each of the following constitutes a separate Episode, including repeated assignments to the same patient:

- *Essentials Episode:* The creation of a Home Exercise Program ("HEP") or Patient Reported Outcome ("PRO") within the Medbridge platform.
- *Elite/Enterprise Episode:* A patient's initiation or engagement of a Pathways or Remote Therapeutic Monitoring ("RTM") program via invite code or direct access through the Medbridge platform.

"Initial Term" has the meaning set forth in Section 4 of this Agreement.

"Launch Date" means the first day on which a non-test Subscription is made available to Customer for use and billing begins under this Agreement.

"OneCare Platform" means the collection of HEP, Pathways, RTM, and related patient education content available on the Medbridge platform.

"Order Form" means any ordering document executed by the Parties that details Subscriptions, Access Fees, Episode allotments, or other service terms, including amendments, renewals, and addenda.

"Pooled Allotment" means the total number of included Episodes available across all active Subscriptions of a particular type, calculated according to the Subscription Tier. For Essentials Subscriptions, each active Subscription includes 100 Essentials Episodes per Subscription Term, which may use across the Customer's Essential Subscriptions. Elite Subscriptions include unlimited Essentials Episodes. Elite Episodes will be billed in arrears unless otherwise agreed in the Order Form. The scope of Pooled Allotments for other tiers, if any, will be specified in the applicable Order Form.

"Prepaid Episode Package" means a bundle of Episodes purchased in advance by Customer, at a discounted rate, for use during the current Subscription Term. Prepaid Episode Packages expire at the end of the Term unless otherwise stated in the applicable Order Form.

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"Renewal Term" means each successive one (1) year period following the Initial Term, unless otherwise specified in an Order Form.

"Subscription" means the limited, non-exclusive, non-transferable right granted to Customer and its Authorized Users to access the Medbridge platform and associated services, including the Compliance Library, Continuing Education Library, OneCare Platform, and other features as specified in the applicable Order Form.

"Subscription Tier" means the level of service purchased by Customer, such as Medbridge Classic, Essentials, Elite, or Enterprise, each with defined feature access and pricing terms as described in the applicable Order Form and/or Medbridge's then-current product catalog.

2. SUBSCRIPTION TERMS.

2.1 **Grant of Rights.** Subject to the terms of this Agreement and any applicable Order Form, Medbridge grants Customer a limited, non-exclusive, non-transferable right to access and use the Subscription during the applicable Subscription Term. This right includes access for Customer's Authorized Users and permits the use of Subscription content and tools in the provision of care to patients, including sharing exercises, educational materials, and related content directly with patients in the ordinary course of clinical practice.

Except as expressly permitted herein, Customer shall not sublicense, resell, or otherwise distribute the Subscription or its content to third parties. Use is limited to the scope of access, features, and functionality defined in the applicable Subscription Tier. All rights not expressly granted by Medbridge are reserved.

2.2 **Platform Access.** Customer's access to Medbridge features and services is determined by the Subscription configuration(s) and entitlements specified in the applicable Order Form. Access may include educational, clinical, and patient-facing tools, subject to any applicable use limitations, usage pooling, or billing mechanisms.

2.3 **Authorized Users.** Access to the Medbridge platform is limited to those individuals designated by Customer as Authorized Users under an active Subscription. Authorized Users must be employees, contractors, or affiliated personnel of Customer and may not share credentials or otherwise sublicense access. Customer is responsible for ensuring that each Authorized User complies with the terms of this Agreement. The scope of an Authorized User's access is determined by the Subscription associated with that user, as outlined in the applicable Order Form. To the extent permitted by Customer's Subscription, Authorized Users may use platform features while delivering care, education, or engagement to third parties.

2.4 **Episode Usage & Billing.** Where included in Customer's Subscription, usage of Episodes, including HEP, PRO, Pathways, and RTM, is subject to the allocation, pooling, and billing terms associated with the Customer's Subscription Tier. Episodic billing is separate from, and in addition to, annual fees billed for access to Medbridge's Subscriptions.

(a) **Pooled Allotments:** Essentials Subscriptions include Pooled Allotments of Essentials Episodes, which may be used across Customer's Authorized Users. Unless otherwise specified in the Order Form or other legacy Agreement, each Essentials Subscription includes one hundred (100) Essentials Episodes per Subscription Term (pro-rated for mid-year purchases).

(b) **Usage-Based Billing:** Use of Episode content (HEP, PRO, RTM, Pathways) in excess of Pooled Allotments, or in Subscriptions where no allotment applies, will be accrued and billed at the applicable per-Episode rate:
   (i) **Essentials:** HEP/PRO Episodes in excess of Pooled Allotments will be billed at $1.50 per Episode.
   (ii) **Elite:** RTM and Pathways Episodes in excess of pre-purchased allotments will be billed at $10 per Episode.
   (iii) **Enterprise:** Episodes will be billed as agreed in the individual pricing plans and Order Forms.

(c) **Tracking and Reporting:** Medbridge will track Episode usage, and Customer's usage may be viewed through Medbridge's admin portal. Customer is responsible for monitoring its own usage. Medbridge's records will be the authoritative source for billing purposes.

(d) **Expiration:** All included or prepaid Episodes expire at the end of the Customer's Subscription Term unless otherwise specified in the Order Form. Medbridge may, in its sole discretion, permit mid-cycle Episode package purchases, with expiration aligned to the Customer's renewal date.

3. PAYMENT TERMS.

3.1 **Fees.** Customer agrees to pay all Access Fees specified in the applicable Order Form(s), including any Subscription fees and applicable charges for Episodes or other usage-based services. Fees are based on the Subscription(s) and usage

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tiers purchased, as outlined in the Order Form and subject to any applicable Pooled Allotments, overage charges, or prepaid packages. All fees are non-cancelable and non-refundable except as expressly stated in this Agreement or required by law.

Medbridge reserves the right to adjust pricing upon renewal of the Subscription Term. Any such adjustment will be communicated in writing prior to the start of the Renewal Term and reflected in the applicable Order Form. Payment obligations are non-cancelable; fees paid are nonrefundable. Customer may not reduce the quantity of Subscriptions purchased during the relevant Term.

3.2 **Billing and Payment Terms.** Unless otherwise stated in the applicable Order Form, Medbridge will invoice Customer for applicable fees. Medbridge may, at its discretion, shift Customer to a quarterly billing cadence based on usage or other factors. Payments must be made in U.S. dollars and via a method approved by Medbridge. Customer is responsible for maintaining accurate billing and contact information throughout the Subscription Term.

3.3 **Taxes and Late Payments.** All fees under this Agreement are exclusive of taxes, levies, duties, or similar governmental assessments of any kind, including but not limited to value-added, sales, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement, excluding any taxes based on Medbridge's net income, property, or employment.

Medbridge reserves the right to suspend access to Subscription materials, withhold future renewals, decline new Order Forms, and/or turn off the ability to create new Episodes in the event of overdue, undisputed amounts.

4. TERM AND TERMINATION.

4.1 **Term and Renewal.** This Agreement will commence on the Effective Date and terminate twelve (12) months thereafter at the end of the Subscription Term listed on the applicable Order Form. Thereafter, the Agreement will renew for successive Renewal Terms on mutual written agreement of the Parties. As part of Medbridge's platform update, renewals occurring after October 1, 2025, may involve updated product tiers or pricing structures under Medbridge's OneCare Platform, as reflected in the applicable Order Form.

4.2 **Termination.** Either Party may terminate this Agreement for cause if the other Party materially breaches any provision of the Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. Termination under this Section will become effective upon expiration of the applicable cure period, if the breach remains uncured. Customer acknowledges and agrees that if this Agreement is terminated, except for an uncured material breach by Medbridge, it (a) will not be entitled to a refund of any amounts previously paid and (b) it will be obligated to pay the balance of the Term in progress.

In addition, Medbridge may terminate this Agreement for any reason by providing at least thirty (30) days' written notice to Customer. In such event, Medbridge will refund any prepaid, unused Access Fees covering the portion of the Subscription Term remaining after the effective date of termination.

4.3 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason:

(a) all rights and licenses granted to Customer under this Agreement will immediately terminate;
(b) Customer shall cease all access to and use of the Subscription;
(c) any amounts owed by Customer under this Agreement that remain unpaid will become immediately due and payable; and
(d) each party shall return or destroy any Confidential Information of the other Party in its possession, subject to any rights or obligations that survive termination under Section 4.4.

4.4 **Survival.** The following provisions will survive any termination or expiration of this Agreement: Sections 1 (Definitions), 3 (Payment Terms), 4.3 (Effect of Termination), 4.4 (Survival), 5 (Confidentiality), 6 (Intellectual Property, Data Use, and Branding), 7 (Indemnity), 8 (Disclaimers), 8.2 (Limitation of Liability), and 10 (Miscellaneous), along with any other provisions that by their nature are intended to survive.

5. CONFIDENTIALITY.

5.1 **Generally.** Each Party agrees that it will not use or disclose any Confidential Information received from the other Party other than (a) as expressly permitted under the terms of this Agreement, (b) as expressly authorized in writing by the other Party, or (c) as required by law. "Confidential Information" means any of a disclosing Party's information which is marked as "confidential" or with a similar indicator, or which should be reasonably understood by each Party to be

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confidential or proprietary, including but not limited to, the terms of this Agreement, any trade secrets or know-how, product plans, processes, designs, marketing, finances, or other business information disclosed to a Party, either directly or indirectly. Confidential Information does not include information that (a) is or becomes generally known or available through no act or failure of the receiving Party, (b) is lawfully obtained by the receiving Party without restrictions as to such use or disclosure; or (c) is independently developed without reference to the disclosing Party's Confidential Information.

6. Intellectual Property, Data Use, and Branding

6.1 **Generally.** Medbridge is the owner of the Medbridge website, the Subscription materials, the Medbridge trademarks, and any intellectual property created by Medbridge in connection with the services provided hereunder, (collectively, the "Medbridge IP"). Customer acknowledges and agrees that it receives no right, title, or ownership in or to any Medbridge IP other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, Customer will not (a) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive any of Medbridge's software code, or create derivative works from any Medbridge IP; (b) put the Medbridge website, or a portion thereof, into an inline frame (i-frame) on Customer's website, unless authorized by Medbridge in writing; or (c) sell, resell, license, sublicense, rent, lease, or otherwise transfer rights or usage to any Medbridge IP, or use the Subscription materials for time-sharing purposes or in any other way allow third parties to exploit the Subscription materials. Customer is responsible for the actions or omissions of its Authorized Users. All usage and tracking information collected within the Medbridge website is and remains the property of Medbridge.

6.2 **Customer Content.** The Knowledge Tracks® feature on the Medbridge website allows Customer and its Authorized Users to upload content (including documents, videos, sound, photographs, or other materials) ("Customer Content") into the Medbridge website and share such Customer Content within Customer's organization. By uploading Customer Content into the Medbridge system, Customer is solely responsible for the accuracy, quality, integrity, legality, intellectual property ownership, use, and disclosure of such Customer Content by its Authorized Users. Customer maintains all ownership in Customer Content. Medbridge retains all ownership of Medbridge IP.

6.3 **Marketing.** Customer may choose to customize certain areas of the Medbridge website, including its patient portal and HEP printouts, using Customer's name and logo ("Customer's Trademarks"). Customer gives Medbridge permission to use and store Customer's Trademarks for these purposes. Customer agrees that Medbridge may identify Customer as a customer on the Medbridge website and in marketing materials. Upon mutual agreement by the Parties, Medbridge and Customer may issue a mutually agreed joint public announcement, and Customer will reasonably consider serving as a reference for Medbridge. Medbridge agrees to use Customer's name and logo solely in conjunction with the permitted forms of use under this Agreement. Use of Customer's Trademarks does not give Medbridge any right, title, or interest in Customer's Trademarks, other than the rights granted herein.

6.4 **Use of Data for Product Development and Patient Support.** Medbridge may use data provided by users as necessary to provide and improve the Subscription materials, including the development and deployment of AI-enabled features that support patient care, and for other business purposes. Such use will comply with applicable law and any Business Associate Agreement between the parties. Medbridge will implement administrative, technical, and physical safeguards to protect identifiable patient data as required under US law.

Customer has opted out of Medbridge's use of identifiable patient data for product development and AI training purposes (excluding use strictly necessary to deliver the Subscription materials). Additionally, patients may opt out individually, where applicable, through available patient-facing settings or controls.

6.5 **Third-Party Components.** Customer acknowledges that Medbridge may incorporate or rely on third-party services, software, or infrastructure in delivering the Subscription materials. Medbridge makes no representations or warranties regarding such third-party components and disclaims any liability arising from their availability, performance, or conduct.

7. INDEMNITY.

Subject to the overall limit of liability in Section 8.2, Customer shall indemnify, protect, defend, and hold Medbridge, including its officers, directors, shareholders, agents, and employees, harmless from and against any and all costs, claims, suits, losses, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or resulting from (a) the breach by Customer of any representation, warranty, covenant, or obligation contained in this Agreement, (b) any negligent act, error, or omission of Customer, or anyone for whom Customer is legally responsible, or from (c) the failure of Customer,

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or anyone for whom Customer is legally responsible, to comply with any law, rule, or regulation related to the relevant area(s) of practice, including the applicable state practice act(s).

Subject to the overall limit of liability in Section 8.2, Medbridge shall indemnify, defend, and hold harmless the Customer, it's officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any claims, liabilities and losses occurring or resulting to any person, or corporation for damage, injury, or death arising out of or connected with Medbridge's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Customer. Medbridge's performance includes Medbridge's action or inaction and the action or inaction of Medbridge's officers, employees, agents and subcontractors.

8. DISCLAIMERS; LIMITATION OF LIABILITY.

8.1 **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SUBSCRIPTION MATERIALS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. MEDBRIDGE DOES NOT WARRANT THAT THE SUBSCRIPTION MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THEY WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

MEDBRIDGE MAY UPDATE, MODIFY, OR DISCONTINUE COURSES, FEATURES, OR EXPIRATION DATES AT ANY TIME. THE SUBSCRIPTION MATERIALS ARE INTENDED AS SUPPLEMENTARY EDUCATIONAL RESOURCES ONLY. CLINICAL DECISIONS REMAIN THE SOLE RESPONSIBILITY OF THE TREATING PROVIDER, WHO MUST RELY ON THEIR PROFESSIONAL JUDGMENT AND KNOWLEDGE OF THE PATIENT.

MEDBRIDGE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM RELIANCE ON THE SUBSCRIPTION MATERIALS OR USE OF THE PLATFORM, INCLUDING ANY DELAYS, OMISSIONS, OR THIRD-PARTY SERVICE DISRUPTIONS. MEDBRIDGE ALSO DISCLAIMS ALL LIABILITY RELATED TO ACCREDITATION STATUS OR REGULATORY APPROVAL OF ITS CONTENT, INCLUDING ANY INACCURACIES IN STATE- OR DISCIPLINE-SPECIFIC GUIDANCE.

8.2 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDBRIDGE OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUE, LOST DATA, OR OTHER ECONOMIC HARM, ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF MEDBRIDGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MEDBRIDGE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR ACCESS TO THE SUBSCRIPTION MATERIALS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. ALL CLAIMS ARE SUBJECT TO WRITTEN NOTICE WITHIN THAT TWELVE-MONTH PERIOD. THESE LIMITATIONS APPLY IN THE AGGREGATE AND SHALL SURVIVE ANY FAILURE OF ESSENTIAL PURPOSE OR EXCLUSIVE REMEDY.

9. INSURANCE.

9.1 **Evidence of Coverage.** Prior to commencement of this Agreement, Medbridge 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, Medbridge upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the Customer's Contracts/Purchasing Department, unless otherwise directed. Medbridge shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Customer.

9.2 **Qualifying Insurers.** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Customer Purchasing Agent.

medbridge
10900 N.E. 4th St., Suite 2300
Bellevue, WA 98004

9.3 **Insurance Coverage Requirements.** Medbridge 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, and $2,000,000 in the aggregate.

(b) All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Medbridge completes its performance of services under this Agreement.

(c) Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Medbridge 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.

9.4 **Additional Insured Status.** The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Medbridge. Auto liability coverage shall be provided in the form of an endorsement to the Medbridge's insurance. The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Medbridge's including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Medbridge's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 3 7 if a later edition is used).

9.5 **Primary Coverage.** For any claims related to this contract, Medbridge's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 0 I 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, agents, or volunteers shall be excess of Medbridge's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

10 **DISPUTES.**

The Parties will use commercially reasonable efforts to resolve any disputes arising under this Agreement through good-faith negotiations. If the Parties are unable to resolve a dispute within thirty (30) days after notice from one Party to the other, either Party may seek resolution in the state or federal courts located in Monterey County, California, which shall have exclusive jurisdiction and venue for any such dispute. This Section will not limit either Party's right to seek immediate injunctive or equitable relief in any court of competent jurisdiction to prevent actual or threatened misuse of its intellectual property, Confidential Information, or other proprietary rights. Each Party hereby waives any right to a trial by jury or to participate in any class action, class arbitration, or similar group proceeding in any dispute related to this Agreement.

11 MISCELLANEOUS.

10.1 **Assignment.** This Agreement is binding upon and will inure to the benefit of the Parties and their permitted successors and assigns. Either Party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, with written notice to the other Party within 30 calendar days. .

10.2 **Force Majeure.** Neither Party will be liable for failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, war, pandemics, or governmental action.

10.3 **Relationship.** The Parties are independent contractors. This Agreement does not create any joint venture, partnership, agency, or employment relationship, and neither party has authority to bind the other.

10.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral.

10.5 **Amendment.** This Agreement may only be amended by a written instrument signed by both Parties.

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medbridge
10900 N.E. 4th St., Suite 2300
Bellevue, WA 98004

10.6 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

10.7 **Notice.** All notices must be in writing and delivered to the addresses provided in the Order Form or as otherwise designated in writing. Notices will be deemed delivered upon receipt or, if sent by email, when sent without bounce-back or other delivery failure.

ACCEPTANCE In witness whereof, the Parties execute this MSA as of the Effective Date.

CUSTOMER

Signature: _____

Print Name: Elsa Mendoza Jimenez

Title: Director of Health Services

Date: _____

MEDBRIDGE, INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

Signature: Signed by: Kevin F. Serrano

Print Name: Kevin Serrano

Title: County Counsel

Date: 4/2/2026 | 2:20 PM PDT

Approved as to Fiscal Provisions:

Signature: DocuSigned by: Andrew Valentine

Print Name: Andrew Valentine

Title: Auditor / Controller

Date: 4/2/2026 | 2:41 PM PDT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective the date of latest signature by either Party ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Medbridge, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(f) Use or disclose PHI in de-identified form in compliance with 45.C.F.R. § 164.502 (d), provided that any such de-identification meets the standards and implementation standards required under 45 C.F.R. § 164.514(a) and (b) as they exist or may be amended; and

(g) Use or disclose PHI outside the territorial boundaries of the US to subcontractors such as Okta (for Pathways login credentials) and Typeform (for Pathways user assessments) provided that (a) such PHI is accessed or transferred in accordance with the HIPAA Rules, and (b) the subcontractor meets the requirements set forth in Section 3.1(c); and

(h) Use or disclose PHI to develop and deploy artificial intelligence ("AI") enabled features in the underlying Services Agreement that support patient care. Business Associate shall (a) implement administrative, technical, and physical safeguards to protect identifiable PHI, (b) receive authorization from the patient to use PHI, and (c) provides a mechanism for the patient to opt out of the use of PHI and to revoke a prior authorization to use PHI. THIS LANGUAGE IS ONLY APPLICABLE IF COVERED ENTITY OPTS INTO THE USE OF SUCH FEATURES IN A FUTURE AMENDMENT TO THE SERVICES AGREEMENT OR THIS AGREEMENT AS OF THE EFFECTIVE DATE, COVERED ENTITY HAS OPTED OUT OF THE USE OF ALL AI – ENABLED FEATURES.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure

of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to substantially the same restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements,

policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) business days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual

regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of

Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Medbridge. Inc.
Attn: Legal Dept.
10900 N.E. Fourth Street Suite 2300 Bellevue, WA 98004
Bellevue WA 98004
Phone: 206-216-5003
Email: legal@medbridge.com

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the

Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Subject to an overall limitation of liability equal to the amount set forth in the underlying Services Agreement, Business Associate shall , defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits shall be, at a minimum, five million ($5,000,000) in the aggregate.

Such insurance coverage will be maintained for the term of this BAA, and a copy of such

policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. Except as otherwise authorized in the underlying Services Agreement or this Agreement, in performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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:
Print Name:	Print Name: Elsa Mendoza Jimenez
Print Title:	Print Title: Director of Health Services
Date:	Date:

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective the date of latest signature by either Party ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Medbridge, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(f) Use or disclose PHI in de-identified form in compliance with 45.C.F.R. § 164.502 (d), provided that any such de-identification meets the standards and implementation standards required under 45 C.F.R. § 164.514(a) and (b) as they exist or may be amended; and

(g) Use or disclose PHI outside the territorial boundaries of the US to subcontractors such as Okta (for Pathways login credentials) and Typeform (for Pathways user assessments) provided that (a) such PHI is accessed or transferred in accordance with the HIPAA Rules, and (b) the subcontractor meets the requirements set forth in Section 3.1(c); and

(h) Use or disclose PHI to develop and deploy artificial intelligence ("AI") enabled features in the underlying Services Agreement that support patient care. Business Associate shall (a) implement administrative, technical, and physical safeguards to protect identifiable PHI, (b) receive authorization from the patient to use PHI, and (c) provides a mechanism for the patient to opt out of the use of PHI and to revoke a prior authorization to use PHI. THIS LANGUAGE IS ONLY APPLICABLE IF COVERED ENTITY OPTS INTO THE USE OF SUCH FEATURES IN A FUTURE AMENDMENT TO THE SERVICES AGREEMENT OR THIS AGREEMENT AS OF THE EFFECTIVE DATE, COVERED ENTITY HAS OPTED OUT OF THE USE OF ALL AI – ENABLED FEATURES.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure

of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to substantially the same restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements,

policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) business days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 <u>Responsibilities of Covered Entity</u>. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual

regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of

Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Medbridge. Inc.
Attn: Legal Dept.
10900 N.E. Fourth Street Suite 2300 Bellevue, WA 98004
Bellevue WA 98004
Phone: 206-216-5003
Email: legal@medbridge.com

If to Covered Entity, to:

County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the

Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Subject to an overall limitation of liability equal to the amount set forth in the underlying Services Agreement, Business Associate shall , defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits shall be, at a minimum, five million ($5,000,000) in the aggregate.

Such insurance coverage will be maintained for the term of this BAA, and a copy of such

policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. Except as otherwise authorized in the underlying Services Agreement or this Agreement, in performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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:
Print Name:	Print Name: Elsa Mendoza Jimenez
Print Title:	Print Title: Director of Health Services
Date:	Date:

Introduced: 4/6/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding with Greenfield Union School District, to promote active modes of transportation to students, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions, upon execution to June 30, 2031 with no exchange of funds; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope and do not add funds to the agreement.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding with Greenfield Union School District, to promote active modes of transportation to students, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions, upon execution to June 30, 2031 with no exchange of funds; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope and do not add funds to the agreement.

SUMMARY:

The California Office of Traffic Safety (OTS) is the designated highway safety office of the State of California that awards annual grants to state and local sub-recipients for innovative, evidence-based education and enforcement programs designed to improve the safety of everyone on California roads. Through federal funding made available to California by the National Highway Traffic Safety Administration (NHTSA), OTS funds more than $140 million for programs that address the state's current and future traffic safety needs. OTS engages with historically underserved areas, focused on safety strategies to improve traffic safety in communities that have been most harmed by injuries and deaths. OTS supports initiatives, including Safe Routes to School programming, to encourage active modes of transportation and promote safer travel while walking, biking, rolling, and driving.

DISCUSSION:
In recent years, Greenfield has experienced serious problems with automobile collisions involving pedestrians and bicyclists, ranking among the top 16 communities in California with the highest traffic crash rates that resulted in pedestrian and bicyclist injuries and deaths. OTS provides crash data annually and ranks cities and counties. Number 1 in the rankings is the highest, or "worst". According to OTS crash data, the City of Greenfield ranked poorly for pedestrian crashes in 2019 and 2022.

Greenfield's rank was even worse for crashes involving pedestrians under 15 years old. It ranked 5th in the state in 2019 and 3rd in 2021. The city ranked 10th in crashes involving bicyclists in 2019 and ranked 12th in an overall composite in 2020.

This problem disproportionately affects the most vulnerable populations of Greenfield, including seniors who face increased risk due to mobility limitations and children and youth who are at heightened risk traveling to and from school and recreational activities. The high incidence of collisions suggests the need for pedestrian and bicycle safety education, training, outreach, and raising awareness of safe walking, biking, and driving.

The County of Monterey Health Department was awarded an OTS grant in November 2025 to develop and implement Safe Routes to School programming and community education in Greenfield to encourage safe active modes of transportation. Education delivery methods will include community workshops, stakeholder meetings, training, presentations for children, adults, and seniors, and Walk to School Days. Presentation topics will include discussions on pedestrian and bicyclist safety and community health and wellness. These grant-funded activities will be led by the Health Department and will take place primarily at the following target schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals: 1. Build community power and partners' capacity to increase equity and improve health. It also supports three of the ten essential public health services, specifically: 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it; and 4. Strengthen, support, and mobilize communities and partnerships to improve health; and 7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

This item was unanimously supported by Greenfield Union School District on February 24, 2026.

FINANCING:
There is no exchange of funds between parties associated with the Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement supports the County of Monterey Strategic Plan Goal A: Well-Being and Quality of Life. The Agreement strengthens services provided to the community through a partnership between the County of Monterey Health Department and Greenfield Union School District, thereby improving the health and safety of Greenfield residents. The initiative delivers school-based prevention education and family engagement strategies. Through this agreement, students will receive public health prevention information that promotes pedestrian and bicycle safety and overall well-being.

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
_____Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Introduced: 4/6/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding with Greenfield Union School District, to promote active modes of transportation to students, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions, upon execution to June 30, 2031 with no exchange of funds; and
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SUMMARY:

The California Office of Traffic Safety (OTS) is the designated highway safety office of the State of California that awards annual grants to state and local sub-recipients for innovative, evidence-based education and enforcement programs designed to improve the safety of everyone on California roads. Through federal funding made available to California by the National Highway Traffic Safety Administration (NHTSA), OTS funds more than $140 million for programs that address the state's current and future traffic safety needs. OTS engages with historically underserved areas, focused on safety strategies to improve traffic safety in communities that have been most harmed by injuries and deaths. OTS supports initiatives, including Safe Routes to School programming, to encourage active modes of transportation and promote safer travel while walking, biking, rolling, and driving.

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In recent years, Greenfield has experienced serious problems with automobile collisions involving pedestrians and bicyclists, ranking among the top 16 communities in California with the highest traffic crash rates that resulted in pedestrian and bicyclist injuries and deaths. OTS provides crash data annually and ranks cities and counties. Number 1 in the rankings is the highest, or "worst". According to OTS crash data, the City of Greenfield ranked poorly for pedestrian crashes in 2019 and 2022.

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This problem disproportionately affects the most vulnerable populations of Greenfield, including seniors who face increased risk due to mobility limitations and children and youth who are at heightened risk traveling to and from school and recreational activities. The high incidence of collisions suggests the need for pedestrian and bicycle safety education, training, outreach, and raising awareness of safe walking, biking, and driving.

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This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals: 1. Build community power and partners' capacity to increase equity and improve health. It also supports three of the ten essential public health services, specifically: 3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it; and 4. Strengthen, support, and mobilize communities and partnerships to improve health; and 7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

This item was unanimously supported by Greenfield Union School District on February 24, 2026.

FINANCING:
There is no exchange of funds between parties associated with the Agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement supports the County of Monterey Strategic Plan Goal A: Well-Being and Quality of Life. The Agreement strengthens services provided to the community through a partnership between the County of Monterey Health Department and Greenfield Union School District, thereby improving the health and safety of Greenfield residents. The initiative delivers school-based prevention education and family engagement strategies. Through this agreement, students will receive public health prevention information that promotes pedestrian and bicycle safety and overall well-being.

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
_____Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding

Docusign Envelope ID: 9493825C-D8C0-458C-8D65-2729B807101A

Memorandum of Agreement
Between the
County of Monterey
and the
Greenfield Union School District (GUSD)

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and the GREENFIELD UNION SCHOOL DISTRICT (hereinafter "**GUSD**").

1.0 Background:
COUNTY awardee of the Via Salinas Valley: Active Transportation Program Grant funded by the California Office of Traffic Safety. COUNTY is responsible for promoting active modes of transportation by working with schools, parents, and the broader community to reduce the incidence of injuries and fatalities to pedestrians and cyclists due to collisions. COUNTY, through its Via Salinas Valley Program, will assist in providing comprehensive programming, including Safe Routes to School, and active transportation education to support safe environments for pedestrians and cyclists while encouraging students and parents to use active modes of transportation.

2.0 Term: AGREEMENT will become effective upon execution, and end June 30, 2031.
This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with a thirty (30) day advance written notice.

3.0 Notices: Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

County of Monterey Health Department
ATTN: Jessica Chacon
1441 Schilling Place, South 1st Floor
Salinas, CA 93906
(831) 755-8975
chaconjp@countyofmonterey.gov

Greenfield Union School District
ATTN: Laura Cortez
493 El Camino Real
Greenfield, CA 93929
(831) 674-2840
lcortez@greenfield.k12.ca.us

4.0 COUNTY Responsibilities:

- Provide four bicycle safety assemblies for 1st through 3rd grade students, one at each of the following elementary schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Assist the police department in scheduling four bicycle safety assemblies for 4th through 6th grade students, one at each of the following elementary schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Provide educational presentations to parents focused on pedestrian and bicycle safety.
- Conduct 16 Walking School Bus activities, with four events at each of the following elementary schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.

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- Provide eight pedestrian-focused Walking Field Trips, with two trips at each of the following elementary schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Provide Traffic Garden training at Oak Avenue Elementary School.
- Provide balance bike education to kindergarten classes at four elementary schools, with five sessions at each school: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Provide one training for school staff and school liaisons on how to conduct Walking School Bus activities.
- Promote active modes of transportation by collaborating with GUSD schools, parents, and the broader community to reduce collision-related pedestrian and cyclist injuries and fatalities.

5.0 **GUSD Responsibilities:**

- Provide access to grades 1 through 3 to conduct one bicycle safety assembly-style presentation at each of the four elementary schools: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Provide access to students in grades 4 through 6 to conduct one assembly-style bicycle safety presentation at each of the following four elementary schools, conducted in partnership with the Greenfield Police Department: Mary Chapa, Cesar Chavez, Oak Avenue, and Arroyo Seco.
- Provide opportunities for COUNTY to present to parent groups to promote grant-funded activities.
- Provide access to appropriate facilities for meetings, events, and presentations related to the program.
- Support promotion of program activities by posting event information and distributing flyers to students and families.

6.0 **Mutual Indemnification:** COUNTY hereby agrees to indemnify, defend, and save harmless GUSD and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this Agreement.

6.1 GUSD hereby agrees to indemnify, defend, and save harmless GUSD and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this Agreement.

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6.2 Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a

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combined single limit of not less than $1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of self-insurance, with a minimum of $1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey	Greenfield Union School District
1270 Natividad Road	493 El Camino Real
Salinas, CA 93906	Greenfield, CA 93929

7.0 **Fiscal Provisions:** There is no exchange of funds between parties associated with this Agreement.

This space intentionally left blank

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Elsa Mendoza Jimenez, Director of Health Services

Date: _____

Approved as to Form

By: Signed by: Kevin F. Serrano _____
County Counsel

Date: 3/25/2026 | 11:24 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz _____
Auditor/Controller

Date: 3/26/2026 | 10:14 AM PDT

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

GREENFIELD SCHOOL DISTRICT

By: Dr. Maria D'Alvarez

Title: Associate Superintendent

Date: 2/24/26

County Board of Supervisors' Agreement No _____ approved on _____

***INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profits corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute the Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.**

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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Agenda Item Details

Meeting	Feb 12, 2026 - Regular Board Meeting
Category	H. Consent Agenda
Subject	5. Approval of Memorandum of Agreement for Active Transportation and Student Safety Programming
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval of the Memorandum of Agreement for Active Transportation and Student Safety Programming

Public Content

Staff Analysis:

The attached Memorandum of Agreement between the County of Monterey and the Greenfield Union School District is effective upon execution through September 30, 2026. This agreement allows the County, through the Via Salinas Valley Program, to provide bicycle and pedestrian safety education, Safe Routes to School programming, and active transportation activities at District elementary schools. There is no fiscal impact to the District, as no exchange of funds is required. Staff recommends approval of this agreement as it supports student safety and promotes healthy transportation practices.

Submitted by:

Dr. Maria Alvarez,
Associate Superintendent

MOU_Greenfield Union School District_draft.pdf (238 KB)

Motion & Voting

Approve the Consent Agenda

Motion by David Kong, second by Juergen Smith.
Final Resolution: Motion Carries
Yea: Sonia Heredia, David Kong, Denise Jaime, Juergen Smith, Sylvia Gonzales

Introduced: 4/8/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard Participation Agreement No. 14715-MONT-CRED-28_29 between the County of Monterey and California Mental Health Services Authority, for the provision of County Mental Health Plan credentialing services, for a total Agreement amount not to exceed $55,099 for the term March 1, 2026 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to approve up to three future amendments that do not exceed 10% ($5,509) of the original Agreement amount, do not significantly change the scope of work, and the total agreement amount does not exceed $60,609.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard Participation Agreement No. 14715-MONT-CRED-28_29 between the County of Monterey and California Mental Health Services Authority, for the provision of County Mental Health Plan credentialing services, for a total Agreement amount not to exceed $55,099 for the term March 1, 2026 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to approve up to three future amendments that do not exceed 10% ($5,509) of the original Agreement amount, do not significantly change the scope of work, and the total agreement amount does not exceed $60,609.

SUMMARY:
This Participation Agreement No. 14715-MONT-CRED-28_29 is seeking Board approval due to its non-standard template. This Participation Agreement shall enable the California Mental Health Services Authority (CalMHSA) to provide California County Mental Health Plan (MHP) credentialing and recredentialing services for the County of Monterey Behavioral Health Bureau through June 30, 2028.

DISCUSSION:
The County of Monterey Behavioral Health Bureau is required to comply with California County Mental Health Plan (MHP) credentialing and recredentialing requirements as per the Department of Healthcare Services (DHCS) Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHP and Drug Medi-Cal Organized Delivery System (DMC-ODS), and the DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

Board action on February 10, 2009, approved and authorized County of Monterey Department of Health to participate as a member of the CalMHSA Joint Power Authority to jointly develop and fund mental health services and education programs. Any services performed by CalMHSA on behalf of its members are entered into upon execution of a specific Participation Agreement. CalMHSA has entered into agreement with National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support member county MHP credentialing and recredentialing needs. Participation Agreement No. 14715-MONT-CRED-28_29 will enable the CalMHSA to provide California County MHP credentialing and recredentialing services for the County of Monterey Behavioral Health Bureau through June 30, 2028.

This agreement is retroactive due to contractor negotiations between CalMHSA and their NCQA CVO vendor impacting the timeliness of Participation Agreement No. 14715-MONT-CRED-28_29 being drafted for review by Behavioral Health. A March 1, 2026 effective date will ensure continuity of services with the prior CalMHSA Participation Agreement for credentialing and recredentialing services that termed out February 28, 2026.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Realignment. The funds for this Agreement are included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year (FY) 2025-26 Adopted Budget, and shall be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) Budgets for Fiscal Years (FY) 2026-27 and 2027-28.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life by ensuring the County MHP and DMC-ODS plans comply with state and federal requirements for uniform provider credentialing. Participation in this CalMHSA credentialing program accelerates the speed and accuracy of provider credentialing, to result in more timely and cost-effective delivery of mental health and substance use disorder services.

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: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Participation Agreement No.14715-MONT-CRED-28_29

Introduced: 4/8/2026

Current Status: Health Department - Consent

Version: 1

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Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Wesley Schweikhard, Management Analyst II, 755-4865
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Participation Agreement No.14715-MONT-CRED-28_29

Docusign Envelope ID: 8063F031-E0F1-4E0B-9B8E-092206AEB1AA

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
Credentialing and Recredentialing for California County Behavioral Health Plans

Monterey County ("Participant") desires to participate in the Credentialing and Recredentialing for California County Behavioral Health Plans Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement'). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective March 1, 2026 through June 30, 2028 ("Term"). The following exhibits are attached and form part of this Agreement:

- þ Exhibit A Detailed Program Description, Requirements, Restrictions
- þ Exhibit B General Terms and Conditions
- þ Attachment A Work Order Form
- þ Attachment B Credentialing and Recredentialing Cost by Provider Type

1. **Summary of Program**: CalMHSA is offering the following Program to Counties:
   CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

2. **Funding**: The Program requires the following funding and payments:

   The Program involves the Participant paying a CalMHSA Platform Oversight fee based on the amount of providers to be credentialed over the project period, plus optional services, as detailed in Exhibit A.. CalMHSA shall submit an invoice for Platform Oversight fee upon execution of the Agreement. For Credentialing, Recredentialing, and Ongoing Monitoring, CalMHSA will invoice Participant for all services incurred on a quarterly basis. Participant will certify the invoice, either in the requested amount or in such other amount as the Participant approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Participant will pay in arrears for services utilized. Additional optional services can be purchased as needed via the Work Order Form (Attachment A).

3. The maximum amount payable under this Agreement is not to exceed $55,099.34.

Docusign Envelope ID: 8063F031-E0F1-4E0B-9B8E-092206AEB1AA

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: MONTEREY COUNTY

Signed: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Name (Printed): Patricia Ruiz

Title: Auditor-Controller Date: 3/27/2026 | 2:20 PM PDT

Signed: Signed by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel Date: 3/30/2026 | 10:34 AM PDT

Signed: _____ Name (Printed): _____

Title: Director of Health Services Date: _____

Docusign Envelope ID: 8063F031-E0F1-4E0B-9B8E-092206AEB1AA

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

I. Detailed Program Description: CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

The services offered under the CalMHSA Credentialing Program will ensure that each Participant provider is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified as required by state and federal law.

II. Obligations:

Participant shall:

- Provide CertifyOS with required data for all network providers being credentialed/recredentialed.
- Set up and/or have its own NPDB account, must add CertifyOS as authorized agent to the Participant's account, and provide CertifyOS with the Participant's NPDB Data Bank ID.
- Provide CertifyOS with the designated program's liaison(s) contact information.
- Provide CertifyOS with contact information for credentialing platform users needing training, have each user attend the training and complete a Credentialing Platform User Access Form.
- Provide CertifyOS with the designated Participant's email address to be included in automated emails generated by the credentialing platform.
- Make available to Participant providers requiring credentialing/recredentialing the link to the Provider Credentialing Application.
- Provide CertifyOS with a copy of the Participant's professional liability insurance blanket policy, if applicable.
- If CAQH Integration option is selected: Set up and/or have its own active account of the CAQH Participating Organization (PO) Provider Data Portal and add CertifyOS as an authorized user.
- If CertifyOS Credentialing Committee Facilitation/Oversight option selected: Work with CertifyOS to schedule monthly credentialing committee meetings.
- Retain the right to approve, suspend and/or terminate individual providers.
- Retain the responsibility of ensuring that provider information published to the public in the form of beneficiary informing materials, including provider directories, is consistent with the information obtained during the credentialing/recredentialing process.

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- Grant CalMHSA the authority to monitor and oversee the credentialing activities to be performed by CertifyOS on behalf of the Participant (CalMHSA agrees to report to the Participant on CertifyOS performance annually at a minimum.

CalMHSA shall:

To support Participants to comply with the above-mentioned regulations, CalMHSA shall:

- Verify that CertifyOS conducts provider credentialing that meets DHCS requirements and NCQA standards and guidelines to ensure that providers have valid credentials.
- Periodically check, via file audits, to confirm that CertifyOS is verifying the required items through a primary source and documenting these in a primary source verification (PSV) file, as applicable by the provider type.
- Verify that CertifyOS tracks and conducts provider recredentialing that meets DHCS requirements and NCQA standards and guidelines, at a minimum every three years.
- Confirm that CertifyOS integrates the respective Participant's Credentialing Platform with each participating County's NPDB account within two (2) weeks after such Participant adds CertifyOS as an Authorized Agent to its respective NPDB county account and provides CertifyOS with the County's NPDB Data Bank ID, allowing for primary source verification and validation of providers credentialing data.
- Track and verify that CertifyOS maintains its certification as an NCQA Credentials Verification Organization (CVO), in all 11 certification options, throughout the term of the Agreement.
- Verify that CertifyOS provider credentialing and recredentialing policies and procedures are compliant with DHCS credentialing regulations and NCQA credentialing standards and guidelines.
- Oversee CertifyOS performance on behalf of the Participant by reviewing and ensuring that specific service level agreements and/or key performance indicators are reported monthly to CalMHSA to ensure compliance with previously agreed metrics during the term of the Agreement. Furthermore, CalMHSA and CertifyOS will meet periodically, at a mutually agreeable date/time, to discuss matters related to credentialing functions.
- Assist the Participant during the CertifyOS Credentialing Platform implementation and confirm that the Participant implements a separate, secure instance of the credentialing platform and receives platform and process user training.
- Verify that customer support for Participant and providers by CertifyOS is available Monday through Friday from 8:00 AM to 6:00PM, Pacific Standard Time. Customer support must be provided via email, or other designated channels.
- Confirm that Participant has the credentialing platform dashboard functionality available with real-time data to ensure transparency of credentialing activities performed by CertifyOS.
- Confirm that Participant has access to and can download CertifyOS credentialing platform built-in reports, including individual provider PSV files.
- Confirm that CertifyOS makes available to Participant, upon request, the option to use its Virtual Credentialing Committee management module within the credentialing platform, which allows for adjudication of files presented to the committee.

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- Verify that CertifyOS assist Participant with federal and/or state audit preparation, including reporting, that involves provider credentialing and recredentialing activities.
- Verify that all provider information obtained through the credentialing and recredentialing activities is secured and protected from unauthorized access in accordance NCQA and industry standards, including multi-factor authentication (MFA) for remote user access, in addition to standard data security and management protocols.

III. Obligations Specific to Participant Opt-In Selected Options

If the Participant elects to participate in any of the optional services offered under the CalMHSA Credentialing Program, the following applies, as applicable by the chosen optional service(s).

Provider Ongoing Monitoring

- CalMHSA shall verify that active Participant network providers uploaded to the CertifyOS credentialing platform are monitored monthly in accordance with NCQA standards to ensure quality and safety of care.
- CalMHSA shall verify, if any of the monitored items above become an issue, that the CertifyOS credentialing platform flags the information and that an automated alert is triggered and sent to an identified Participant user(s).

CertifyOS Credentialing Committee Facilitation/Oversight

- CalMHSA shall confirm that CertifyOS provides one staff member to prepare the PSV files to be reviewed by committee members, facilitate, and record meeting minutes for the Participant credentialing committee meetings conducted utilizing the CertifyOS Virtual Credentialing Committee module.
- CalMHSA shall confirm that CertifyOS facilitates and oversees Participant credentialing committee meetings once a month or twelve (12) times in one (1) year, on a date/time specified and mutually agreed by both parties.

CAQH Integration

- CalMHSA will verify that CertifyOS successfully implements the Council for Affordable Quality Healthcare (CAQH) integration selected by the Participant.
- CalMHSA shall verify that CertifyOS retrieves provider credentialing applications via the CAHQ Integration and automatically rosters providers to the Participant's CAQH roster.

Program Restrictions:

- CalMHSA shall not be responsible for any credentialing functions not specified in this Agreement.

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Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program, including but not limited to information related to the Credentialing and Recredentialing requirements set forth by DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-01 and detailed in Exhibit A-Program Description.
5. Provide feedback on Program performance.

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6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.

B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.

C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

VI. Limitation of Liability, No Warranties, Indemnification

A. Limitation of Liability. CalMHSA is responsible only for the use of funds as instructed and authorized by participants. THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

B. No Warranties. CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE

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PROGRAM, DATA OR ANY COMPONENT THEROF. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

C. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

D. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

V. Fiscal Provisions

A. Total Funding Limits -

While adhering to, and under no circumstances exceeding, the approved total maximum programmatic funding amount of $55,099.34 the Monterey County Department is explicitly authorized to utilize unallocated program funds within the previously approved total maximum programmatic funding amount for the purchase of optional services.

Notwithstanding the above, any change in the total maximum programmatic funding amount shall require approval of the Board of Supervisors of Monterey County.

B. Services Offered -

REQUIRED SERVICES			
Item	**Description**	**Cost**	**Unit**
Tier 1: CalMHSA Platform Oversight Fee (0-50 Providers)	*This is the fee CalMHSA charges all counties to participate in this project. This includes the cost of the initial CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to*	$7,400	Per initial implementation

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	select a CVO provider and setting up of the program.		
Tier 2: CalMHSA Platform Oversight Fee (50-100 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$7,600	Per initial implementation
Tier 3: CalMHSA Platform Oversight Fee (101-1000 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$17,000	Per initial implementation
Tier 4: CalMHSA Platform Oversight Fee (1001-2000 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$25,000	Per initial implementation
Tier 5: CalMHSA Platform Oversight Fee (2001+ Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and*	$91,000	Per initial implementation

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	includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.		
Credentialing Service*	*Equates to the initial primary source verification of all required elements for one provider based on discipline/type.*	Dependent on Provider Type – Please see Attachment B	Per credentialing event
Recredentialing Service*	*Equates to the periodic primary source verification of all required elements for one provider based on discipline/type.*	Dependent on Provider Type – Please see Attachment B	Per Recredentialing event
OPTIONAL SERVICES			
Item	**Description**	**Cost**	**Unit**
Ongoing Monitoring Services including expirables - (optional)	*Equates to periodically querying different databases to check for sanctions, malpractice claims and settlements, jurisdictional sanctions, limitations on licensure, and other adverse actions for all enrolled network providers.*	$6.00	Per year, per provider
CAQH Integration - (optional)	*Integration of the county instance of their CertifyOS Credentialing Platform via API with the CAQH Database. Requires that CertifyOS is added as an authorized user in the participant's CAQH profile.*	$3,000.00	Per integration
Credentialing Committee Oversight/Facilitation - (optional)	*Equates to CertifyOS's facilitation/oversight of 12 committee meeting per year (one per month), which includes PSV files preparation, recording of meeting minutes, and other administrative activities. Note that this service is admin support to the county's already established credentialing committee.*	$36,000	Per year

*Credentialing or Recredentialing certain provider types will require additional pass-through costs. These costs will be applied as needed depending on the provider type and specialty board association and will be included in the total cost of the credentialing/recredentialing service.

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C. Payment Method –
Participant will pay for all items listed below due within 30 days of Agreement execution. Specifically, this includes the following items:

- CAQH Integration – (optional)
- Credentialing Committee Oversight/Facilitation – (optional)

For all other services, excluding Credentialing and Recredentialing Services (See Exhibit B, Section V -Item D) and Ongoing Monitoring Services (See Exhibit B, Section V – Item E). Participants will submit a work order form to credentialing@calmhsa.org. CalMHSA will invoice counties for all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Requesting Credentialing, Recredentialing Services:

Participant will submit the names of the Providers who require Credentialing services via the CertifyOS platform. Recredentialing services will incur automatically once the Provider is entered into the CertifyOS Credentialing Platform and is due for Recredentialing. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

E. Ongoing Monitoring Services:

If a Participant opts into Ongoing Monitoring Services, these will apply automatically to all Providers entered into the CertifyOS Credentialing Platform. Participant will pay invoice within 30 days of receipt. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay in arrears for services utilized.

F. Service Fee –

Participant will be charged an inclusive service fee incorporated in the total cost of each service.

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Participation Agreement
Attachment A – Work Order Form

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:
California Mental Health Services Authority
1610 Arden Way, STE 175
Sacramento, CA 95815

Work Order Form			
Item	**(Yes/No)**		
Ongoing Monitoring Services including expirables - (optional)			
Item	**Cost**	**Unit**	**Total**
CAQH Integration - (optional)	$3,000.00		
Credentialing Committee Oversight/Facilitation - (optional)	$36,000		
Total			

Authorized Signatory:

Name:_____

Date:_____

Docusign Envelope ID: 8063F031-E0F1-4E0B-9B8E-092206AEB1AA

Participation Agreement

Attachment B– Credentialing and Recredentialing Cost by Provider Type

PROVIDER TYPE	APPLICABLE PLAN	CREDENTIALING COST**
Certified/Registered Alcohol and Other Drug Counselors (AOD Counselors)	DMC-ODS/State Plan	$33.00
Licensed Practitioner of the Healing Arts (LPHA)*	MHP/DMC-ODS/State Plan	$33.00
Licensed/Waivered Psychologist	MHP/DMC-ODS/State Plan	$33.00
Nurse Practitioner (NP)	MHP/DMC-ODS/State Plan	$141.00
Physician Assistant (PA)	MHP/DMC-ODS/State Plan	$61.80
Licensed/Registered Pharmacist	MHP/DMC-ODS/State Plan	$33.00
Registered Nurse (RN)	MHP/DMC-ODS/State Plan	$69.00
Clinical Nurse Specialist (CNS)	MHP	$93.00
Licensed Vocational Nurse (LVN)	MHP/DMC-ODS/State Plan	$69.00
Occupational Therapist (OT)	MHP/DMC-ODS/State Plan	$33.00
Licensed Psychiatric Technician (PT)	MHP/DMC-ODS/State Plan	$33.00
Certified Medical Assistant (CMA)	MHP/DMC-ODS/State Plan	$33.00
Certified Medi-Cal Peer Support Specialist	MHP	$33.00
United States Medical Graduate Physician		
Physician (Medical Doctor - MD)	MHP/DMC-ODS/State Plan	$102.20
Physician (Doctor of Osteopathy - DO)	MHP/DMC-ODS/State Plan	$132.20
Licensed Psychiatrist	MHP/DMC-ODS/State Plan	$132.20
International Medical Graduate Physician		
Physician (Medical Doctor - MD)	MHP/DMC-ODS/State Plan	$202.20
Physician (Doctor of Osteopathy - DO)	MHP/DMC-ODS/State Plan	$232.20
Licensed Psychiatrist	MHP/DMC-ODS/State Plan	$232.20

*LPHA in this context includes licensed or registered clinical social workers, marriage and family therapists or professional clinical counselors.

**Note that any relevant pass-through fees not already included in the cost above may be added to the total credentialing fee as applicable. While the total credentialing fees listed in Attachment B may vary, these should not exceed the amounts currently listed in the table above.

*** All NPDB pass-through fees will be billed on an annual basis.

Introduced: 4/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard agreement with Montage Health Foundation to provide opioid education and prevention in Monterey County schools for the term January 1, 2026 to December 31, 2029 for a total amount not to exceed $1,560,281; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services and do not exceed 10% ($156,028) of the original contract amount for a total not exceed amount of $1,716,309.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard agreement with Montage Health Foundation to provide opioid education and prevention in Monterey County schools for the term January 1, 2026 to December 31, 2029 for a total amount not to exceed $1,560,281; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services and do not exceed 10% ($156,028) of the original contract amount for a total not exceed amount of $1,716,309.

SUMMARY:
In California, opioid-related deaths reached 7,385 in 2022 and 7,847 in 2023. In Monterey County, 31 opioid-related deaths occurred in 2022, rising to 49 in 2023 (California Overdose Surveillance Dashboard. Prepared by California Department of Public Health (CDPH - Substance and Addiction Prevention Branch (SAPB)). With opioid-related overdoses increasing, there is an urgent need to provide youth and families with accurate, timely prevention information. According to the Center for Disease Control and Prevention's Mapping Injury, Overdose, and Violence Dashboard in June 2024 - May 2025 (most recent 12 months with data available), 98 Monterey County residents died from an unintentional or undetermined intent drug overdose and the rate of unintentional or undetermined intent drug overdose deaths for Monterey County was 22.8 per 100,000 people.

The Health Department will partner with the Montage Health Foundation to deliver a multi-year, school-based opioid prevention initiative using peer education and family engagement, supported by educational materials for parents and caregivers.

DISCUSSION:
The County of Monterey Health Department works collaboratively with healthcare providers and

community partners, including Montage Health, to address opioid misuse. For more than a decade, Montage Health has led overdose prevention efforts in Monterey County, including emergency department-based substance use navigation, non-pharmacological pain management, overdose data sharing, school-based prevention, and countywide drug take-back initiatives that have removed more than 20.64 tons of unused medications from circulation.

In 2021, Montage Health received a five-year Drug-Free Communities grant to implement peer-led youth prevention programs, with the County serving as the government representative on the guiding coalition. In 2023, Montage Health piloted a fentanyl-focused, school-based curriculum now used in schools across the county, reaching 30 classrooms and 1,645 students.

The proposed partnership with the Montage Health Foundation will expand these existing efforts by increasing reach, strengthening coordination, and supporting long-term sustainability. This multi-year, school-based opioid prevention initiative will enhance current programming through expanded peer education, family engagement, and the development of educational materials for parents and caregivers. Montage Health Foundation has agreed to implement Stanford University's REACH Lab Safety First curriculum to ensure alignment with opioid prevention efforts currently led by the Chronic Disease and Injury Prevention Division of the County of Monterey County Health Department's Public Health Bureau, while strategically extending programming to school sites that the Division does not currently have the capacity to serve. The initiative will allow the County of Monterey Health Department and Montage Health to scale proven strategies countywide.

This Agreement is being requested retrospectively due to delays caused by coordinating and reviewing draft fiscal provisions and the scope of services with partners. These preparations required additional time, resulting in a delay beyond the December 31, 2025, deadline to execute the agreement for a start date of January 1, 2026.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

This item was unanimously supported by Montage Health Foundation on March 13, 2026.

FINANCING:
This Agreement is funded 100% by opioid settlement funds. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement supports the County of Monterey Strategic Plan Goal A: Well-Being and Quality of Life. The Agreement strengthens services provided to the community through a partnership between the County of Monterey Health Department and Montage Health's opioid prevention programs, thereby improving the health and safety of youth and families served. The initiative delivers school-based prevention education and family engagement strategies throughout the county. Through this collaborative, multi-disciplinary approach, youth receive evidence-based opioid prevention information, and families are connected to resources and support services that promote overall

well-being and reduce the risk of substance misuse.

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
____ Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement (with Exhibit A)

Introduced: 4/13/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a retroactive non-standard agreement with Montage Health Foundation to provide opioid education and prevention in Monterey County schools for the term January 1, 2026 to December 31, 2029 for a total amount not to exceed $1,560,281; and
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In 2021, Montage Health received a five-year Drug-Free Communities grant to implement peer-led youth prevention programs, with the County serving as the government representative on the guiding coalition. In 2023, Montage Health piloted a fentanyl-focused, school-based curriculum now used in schools across the county, reaching 30 classrooms and 1,645 students.

The proposed partnership with the Montage Health Foundation will expand these existing efforts by increasing reach, strengthening coordination, and supporting long-term sustainability. This multi-year, school-based opioid prevention initiative will enhance current programming through expanded peer education, family engagement, and the development of educational materials for parents and caregivers. Montage Health Foundation has agreed to implement Stanford University's REACH Lab Safety First curriculum to ensure alignment with opioid prevention efforts currently led by the Chronic Disease and Injury Prevention Division of the County of Monterey County Health Department's Public Health Bureau, while strategically extending programming to school sites that the Division does not currently have the capacity to serve. The initiative will allow the County of Monterey Health Department and Montage Health to scale proven strategies countywide.

This Agreement is being requested retrospectively due to delays caused by coordinating and reviewing draft fiscal provisions and the scope of services with partners. These preparations required additional time, resulting in a delay beyond the December 31, 2025, deadline to execute the agreement for a start date of January 1, 2026.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

This item was unanimously supported by Montage Health Foundation on March 13, 2026.

FINANCING:
This Agreement is funded 100% by opioid settlement funds. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement supports the County of Monterey Strategic Plan Goal A: Well-Being and Quality of Life. The Agreement strengthens services provided to the community through a partnership between the County of Monterey Health Department and Montage Health's opioid prevention programs, thereby improving the health and safety of youth and families served. The initiative delivers school-based prevention education and family engagement strategies throughout the county. Through this collaborative, multi-disciplinary approach, youth receive evidence-based opioid prevention information, and families are connected to resources and support services that promote overall

well-being and reduce the risk of substance misuse.

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
____ Dynamic Organization and Employer of Choice

Prepared by: Veronica Salinas, Management Analyst II, 755-4630
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement (with Exhibit A)

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Montage Health Foundation

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Arrange for opioid education and prevention in schools.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,560,281

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2026 to December 31, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Addendum

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moreno, MD, MPH, Health Officer and Director or Public Health	Kevin Causey, President
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	400 Ryan Ct., Ste. 200 Monterey, CA 93940
Address	Address
(831) 755-4585	(831) 658-3630
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

DS
Contractor

16.04 **Contractor:** ~~The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.~~

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...

County Counsel

Date: 3/25/2026 | 3:43 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz F79FE84E57454F6...

Auditor/Controller

Date: 3/26/2026 | 10:32 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Montage Health Foundation

Contractor/Business Name *

By: DocuSigned by: Kevin Causey

(Signature of Chair, President, or Vice-President)

Kevin Causey, President

Name and Title

Date: 3/20/2026 | 4:52 PM PDT

By: DocuSigned by: D368E668819C4C0...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Michele Melicia Young, Director

Name and Title

Date: 3/24/2026 | 9:47 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Montage Health Foundation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Deliverable 1: Provide peer-led opioid use prevention and harm reduction education that emphasizes the dangers of fentanyl and other opioids to prevent opioid use disorder and overdoses among youth in our county.

A.1.1 CONTRACTOR shall adapt the existing Stanford REACH, Safety First Lesson 9 drug education curriculum to better suit the peer-led model with a small committee that includes youth in FY 2025-2026. The curriculum will be adapted to capture real-time data using feedback technology to evaluate effectiveness and will comply with California legislation requiring fentanyl education in schools. (FY 2025-2026)

A.1.2 CONTRACTOR shall recruit and train a minimum of four (4) student leaders (peer educators) to facilitate evidence-based, opioid prevention and risk reduction education that meets state health education standards. (FY 2025-2026)

A.1.3 CONTRACTOR shall recruit and train ten (10) student leaders (peer educators) to facilitate evidence-based, opioid prevention and risk reduction education that meets state health education standards (some educators may participate over multiple years). Impact will be measured using pre- and post-testing. (FY 2026-2027 and FY 2027-2028)

A.1.4 CONTRACTOR shall issue student leader (peer educators) stipends of $1,500. Student leaders (peer educators) will participate in the program for one year and implement the curriculum in 10 Monterey County high school and middle school classrooms. (FY 2026-2027 and FY 2027-2028)

A.1.5 CONTRACTOR shall conduct peer-led outreach to twenty (20) prioritized schools (specific schools may change based on need). (FY 2026-2027 and FY 2027-2028)

A.1.6 CONTRACTOR shall provide peer-led education sessions in one hundred (100) classrooms (specific schools may change based on need). Student leaders (peer

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educators) are expected to conduct one 1) session per classroom. (FY 2026-2027 and FY 2027-2028)

A.1.7 CONTRACTOR shall support schools seeking to continue engagement by establishing a school-based club. The club will guide youth in making healthy choices related to alcohol and drug use, connect students with community experts, and build leadership skills that empower students to positively influence their peers. (FY 2026-2027 and FY 2027-2028)

A.1.8 CONTRACTOR shall award twenty (20) schools each a $1,500 mini grant to support innovation or policy change selected through a competitive process. Participating schools will be invited to submit proposals that enhance school safety or reduce opioid use through a specific, sustainable initiative guided by the Crime Prevention Through Environmental Design principles. Proposals must be student-informed, student-driven, and address issues identified through the peer education experience. If 20 (twenty) schools do not participate, the remaining funds will be distributed among the participating schools.

A.1.9 CONTRACTOR shall host an annual student symposium to showcase student-led projects. Students must present their projects to peers, parents, and community leaders. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

A 1.10 CONTRACTOR shall encourage Monterey County Schools to participate in an annual symposium. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

A.1.11 CONTRACTOR shall analyze and report pre-post evaluation findings. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

Deliverable 2: Provide teacher-led curriculum to schools and support implementation through training, evaluation, and technical support while the peer-led strategy is being developed.

A.1.12 CONTRACTOR shall adapt the existing Stanford REACH, Safety First Lesson 9 teacher-led curriculum and share with identified teachers (through outreach or expressing interest). (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

A.1.13 CONTRACTOR shall provide ongoing support for the existing teacher-led program to fill gaps while the peer-led program launches to ensure continuity of education in schools.

A.1.14 CONTRACTOR shall launch a quarterly educator newsletter for a cohort of teachers using the curriculum. Information will include updates on new data, emerging substances of concern, useful teaching tips, and other emerging issues. (FY 2026-2027)

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A.1.15 CONTRACTOR shall integrate evidence-based strategies from A Division for Advancing Prevention and Treatment (ADAPT), a program of the High Intensity Drug Trafficking Area.

Deliverable 3: Create a culture that supports parents, school personnel, and youth talking about substances, mental health, and healthy lifestyle choices.

A.1.16 CONTRACTOR shall develop a curriculum notification letter in English and Spanish for parents before implementation. The notification letter will include talking points for parents and take-home materials. (FY 2026-2027 and FY 2027-2028)

A.1.17 CONTRACTOR shall develop materials in English and Spanish for parents and other trusted adults that foster conversations around opioid use prevention, delayed initiation of use, and safety.

A.1.18 CONTRACTOR shall host annual regional family summits across Monterey County (North County, Salinas, Peninsula, and South County) to foster communication between parents and their children. Summits will include event speakers or panelists specializing in mental health and drug treatment to address questions regarding opioid use and addiction. (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

Deliverable 4: Create media content focusing on parents—videos, fact sheets, and guides to support healthy communication with their children throughout the year.

A 1.19 CONTRACTOR shall create two (2) opioid prevention videos and supporting fact sheets in English and Spanish (closed captions included) for parents. (FY 2025-2026)

A.1.20 CONTRACTOR shall create one (1) opioid prevention video and supporting fact sheet in a priority TBD indigenous non-English and non-Spanish language (with English subtitles), for parents. (FY 2026-2027)

A.1.21 CONTRACTOR shall create one (1) opioid prevention bilingual video (mix of Spanish and English) for parents. (FY 2027-2028)

A.1.22 CONTRACTOR shall collaborate with the Monterey County Office of Education and Monterey County schools to deploy content through a minimum of two (2) social media and communication channels. (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,560,281 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Table of Activities
Montage Health Foundation-Postpone Program

Activity	FY 2025-2026 (6 months)	FY 2026-2027	FY 2027-2028	FY 2028-2029 (6 months)
Personnel Budget includes salary and fringe benefits				
Program Coordinator/ School Liaison, 1.0 FTE	$97,000	$200,850	$205,000	$103,430
School Drug Prevention Club Coordinator, 0.5 FTE	$46,000	$95,000	$97,000	$49,000
Program Supervisor, 0.1 FTE	$15,000	$31,000	$32,000	$16,000
Personnel Subtotal	**$158,000**	**$326,850**	**$334,000**	**$168,430**
10 student leaders (peer educators) - $1,500 per student	$0	$15,000	$15,000	$0
20 school stipends - $1,500 per school	$0	$30,000	$30,000	$0
Curriculum development, marketing, and evaluation	$35,000	$1,000	$10,000	$10,000
Tools and materials for students and parents (includes translation)	$10,000	$5,000	$5,000	$0
Family summits x11 @$25,000 per summit (venues, food, speakers, insurance)	$25,000	$100,000	$100,000	$50,000
Videos and outreach materials	$15,000	$10,000	$5,000	$0
Travel (mileage per the US General Services Administration (GSA) per diem rate)	$800	$973	$1,000	$500
Activity Subtotal	**$85,800**	**$161,973**	**$166,000**	**$60,500**
Indirect costs (10% of personnel costs maximum)	$15,800	$32,685	$33,400	$16,843
Total requested by FY	**$259,600**	**$521,508**	**$533,400**	**$245,773**
Not to exceed total				***$1,560,281***

Upon completion of activities, please submit invoices quarterly for allowable expenses each fiscal year.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

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NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health Bureau-Julia Marmolejo
1441 Schilling Place-South 1st Floor
Salinas, CA 93906
(831) 755-4607
muruatoj@countyofmonterey.gov

Invoices shall:

a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b. Bear the Contractor's name as shown on the agreement.
c. Be submitted quarterly.
d. Identify the billing and/or performance period covered by the invoice.
e. Itemize costs for the billing period in the same detail as indicated in the scope. of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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ADDENDUM

to Agreement ("Agreement")
by and between Montage Health Foundation ("CONTRACTOR"), and
County of Monterey, on behalf of its Health Department ("County")

This Addendum, dated as of upon execution is the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and County. This Addendum has full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Section 3.0 – TERM OF AGREEMENT.**
   A new paragraph 3.03 is hereby added to read in its entirety as follows:
   The CONTRACTOR reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

2. **Section 7.0 – TERMINATION.**
   A new paragraph 7.04 is hereby added to read in its entirety as follows:
   During the term of this Agreement, the CONTRACTOR may terminate the AGREEMENT for any reason by giving written notice of termination to the County at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3. **Section 16.0 – MISCELLANEOUS PROVISIONS.**
   Section 16.04 is hereby deleted in its entirety and replaced with the following:
   The Term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, employees, affiliates, and subcontractors acting on CONTRACTOR's behalf in the performance of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by the authority as follows:

CONTRACTOR-MONTAGE HEALTH FOUNDATON

Approved:

By: DocuSigned by: Kevin Causey 85415D486466472...

Kevin Causey, President

Name and Title

Date: 4/3/2026 | 11:32 AM PDT

Approved:

By: DocuSigned by: D368E668819C4C0...

Michele Melicia Young, Director

Name and Title

Date: 4/3/2026 | 11:59 AM PDT

COUNTY OF MONTEREY

Approved as to Form

By: Signed by: kevin F. Serrano 6F464EA4929E4B5...

Deputy County Counsel

Date: 4/3/2026 | 1:53 PM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E78EF04E3743AF0...

Auditor/Controller

Date: 4/3/2026 | 2:13 PM PDT

Approved as to Liability Provisions

By: _____

Risk Manager

Date: _____

Approved:

By: _____

Elsa Jimenez, Director of Health Services

Date: _____

Approved:

By: _____

Chief Contracts & Procurement Officer

Date: _____

Introduced: 4/16/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 1 to Agreement No. A-16216 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, to increase the amount by $100,000 for a new total Agreement amount of $450,000 and extend the term an additional three years for a new term of July 1, 2023 through June 30, 2029.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the County Purchasing Agent or designee to execute Amendment No. 1 to Agreement No. A-16216 with Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, to increase the amount by $100,000 for a new total Agreement amount of $450,000 and extend the term an additional three years for a new term of July 1, 2023 through June 30, 2029.

SUMMARY:

Approval of this Agreement will allow the Monterey County Health Department (MCHD) to continue its partnership with The Action Council of Monterey County, Inc. (ACMC), a nonprofit organization that develops public/private partnerships to address community needs. Through this agreement, ACMC will assist MCHD by securing professionals to provide specialized services, coordinating summits and trainings on public health topics, and supporting other related services as requested by the Director of Health Services.

DISCUSSION:

ACMC, established in 1994, is a nonprofit organization dedicated to creating public/private partnerships that address unmet needs within the community and promote economic and social justice. ACMC works to facilitate community dialogue, planning, and coordinated action on critical issues impacting residents. For many years, the MCHD has maintained a collaborative partnership with ACMC to leverage their expertise, community relationships, and organizational capacity. This Amendment No. 1 allows MCHD to continue utilizing ACMC's resources to coordinate professional services, public health summits, trainings, and other specialized activities that support public health initiatives and community engagement efforts throughout Monterey County.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 100% grant-funded programs. The funds for this Agreement are included in the Health Department's Administration (HEA014-8438) FY 2026-27 Requested Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports Well-Being and Quality of Life, as the partnership with ACMC helps coordinate public health initiatives, trainings, and professional expertise that improve community health outcomes and promote equitable access to services. This collaboration advances the County's commitment to strengthening community partnerships that support the health and well-being of Monterey County residents.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order
Agreement

Introduced: 4/16/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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Mark a check next to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order
Agreement

Docusign Envelope ID: 02289087-F68D-4BE5-90F7-7E9DF7033B35

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.

THIS AMENDMENT NO. 1 is made to the AGREEMENT, No. A-16216, for the provision of community educational management services by and between Action Council of Monterey County, Inc.**,** ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("COUNTY").

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-16216 for the provision of community educational management services with a term of July 1, 2023 through June 30, 2026, for a total Agreement amount of $350,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT No. A-16216 to extend the term an additional 3 years for a new term of July 1, 2023 through June 30, 2029 and increase the total amount of the AGREEMENT by $100,000 for a new total Agreement amount of $450,000.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "PAYMENT PROVISIONS", shall be amended by removing,** "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $350,000", **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $450,000".

2. **Section 3, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this Agreement is from July 1, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from July 1, 2023 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement".

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

4. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on April 25, 2023.

5. This Amendment No. 1 is effective upon execution.

Docusign Envelope ID: 02289087-F68D-4BE5-90F7-7E9DF7033B35

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Procurement Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Andrew Valentine
25834C994915419...

Andrew Valentine
Deputy Auditor/Controller
Auditor-Controller Analyst I

Dated: 3/30/2026 | 3:06 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 3/30/2026 | 1:39 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Action Council of Monterey County, Inc.**

Signed by:
Andrea Manzo
BBD044090BF04D2...

By: Andrea Manzo
Signature of Chair, President, or Vice-President

Andrea Manzo Executive Director
Printed Name and Title

Dated: 3/25/2026 | 10:36 PM PDT

Signed by:
John Abrahamson
13DAE962F5E04E1...

By: John Abrahamson
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

John Abrahamson CFOO
Printed Name and Title

Dated: 3/25/2026 | 4:11 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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 Wendy Root Askew to:

Agreement No.: A-16216
a. Approve and authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute an Agreement between the County of Monterey and Action Council of Monterey County, Inc. for the provision of community educational management and contracting for specialized services, in the amount of $350,000 for a term of July 01, 2023, through June 30, 2026; and
b. Approve the recommendation of the Director of Health to accept all non-standard provisions in the Agreement.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 20, 2023
File ID: A 23-086
Agenda Item No.: 37

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Action Council of Monterey County, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: specialized services as described in Exhibit A, Scope of Services/Payment Provisions.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 350,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2023 **to** June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

DS AM
Contractor

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all ~~motor vehicles, including owned, leased,~~ non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

DS DRW
County

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Juanita Sanders, Management Analyst II	Andrea Manzo, Executive Director
Name and Title	Name and Title
1270 Natividad Rd. Salinas, Ca. 93906	295 Main Street, Suite 500, Salinas, Ca. 93901
Address	Address
831.755.5494 Sandersjm@co.monterey.ca.us	831.783.1244 | andreabhc@actioncouncil.org
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson Debra R. Wilson
7B74193...
Contracts/Purchasing Officer

Date: 4/25/2023 | 3:39 PM PDT

By: DocuSigned by: Elsa Jimenez
C7A90BA59CA8423...
Department Head (if applicable)

Date: 4/28/2023 | 12:05 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

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

Date: 3/8/2023 | 3:32 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Burcu Mousa Burcu Mousa
811C333563B9474A...
Auditor/Controller
Assistant Auditor-Controller

Date: 3/15/2023 | 1:21 PM PDT

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

By: _____
Risk Management

Date: _____

CONTRACTOR

Action Council of Monterey County, Inc.
Contractor/Business Name *

By: DocuSigned by: Andrea Manzo
BBD044090BF04D2...
(Signature of Chair, President, or Vice-President)

Andrea Manzo Executive Director
Name and Title

Date: 3/7/2023 | 4:06 PM PST

By: DocuSigned by: Melissa Mairose
CB90069544A3479...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Melissa Mairose Director of Finance
Name and Title

Date: 3/7/2023 | 3:14 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A

To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
hereinafter referred to as "COUNTY"
AND
Action Council of Monterey County, Inc. (ACMC) hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- CONTRACTOR shall provide community educational management services, which may include subcontracting with professionals to perform specialized services; purchase equipment; obtain venues for trainings/conferences; and provide other services as requested by the Director of Health or Assistant Director of Health.

- Due to the nature of this AGREEMENT, it is not possible to list all services that will be necessary to implement for the Department of Health under the auspices of the Administration Bureau. Services may be warranted as additional state and federal funding becomes available and the Bureau's Programs re-work their anticipated scopes of services in order to better serve the community and the County's professionals through additional conferences/trainings on relevant topics and events.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- CONTRACTOR will provide COUNTY with a fully executed AGREEMENT detailing the subcontractor's scope of services/payment provisions as authorized by the County.

A.3 COUNTY shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- COUNTY will provide CONTRACTOR with a detailed description of services and payment provisions that are required for each subcontract via email. If travel expenses are included in the subcontract(s), reimbursement will be per the "County Travel Policy" and shall be stated in each Agreement. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR

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must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$350,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- CONTRACTOR shall not process payment for a subcontractor's invoice until the COUNTY has approved the invoice.
- All invoices for reimbursement by COUNTY to CONTRACTOR shall include a 15% Administrative Fee calculated on the total amount of each invoice.
- Invoices submitted by the CONTRACTOR to the County shall be in a form acceptable to COUNTY. The Health Department shall certify the invoice(s) and promptly submit the invoice(s) to the COUNTY Auditor-Controller. The Auditor-Controller shall process the invoice for payment within 30 days of receiving the invoice from the Health Department.
- CONTRACTOR shall pay their subcontractors within 5 days of receipt of payment from County.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Administration
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: hdadminfinance@co.monterey.ca.us
Cc: Sandersjm@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

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No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Introduced: 4/20/2026

Current Status: Department of Social Services - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County retroactive for the period of April 1, 2026, through April 30, 2028; and
b. Approve and authorize the Military and Veterans Affairs Officer of the Department of Veterans Affairs or designee to execute standard agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2026, through June 30, 2028.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County retroactive for the period of April 1, 2026, through April 30, 2028; and
b. Approve and authorize the Military and Veterans Affairs Officer of the Department of Veterans Affairs or designee to execute standard agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2026, through June 30, 2028.

SUMMARY
The Department of Social Services has several programs supported with federal and state funds on a continuing basis that require separate state agreements for various funding cycles. In preparing the FY 2026-27 Requested Budget, the Department has compiled a list (Attachment A) of federal and state programs currently receiving funds. These programs expect continued funding through FY 2026-27 and Calendar Year (CY) 2027. The state agencies administering these funds may require an application, and all require a signed agreement to be returned within 30 days of receipt of the standard state agreement.

DISCUSSION:
There are various agreements from the California Department of Aging that fund non-profit agencies providing senior support services such as: Health Insurance Counseling and Advocacy; Ombudsman services; family caregiver support; home-delivered and congregate meals; nutrition education; transportation; legal assistance; information, referral and assistance; health promotion. The Department recommends approval of the following agreements:

a) The Title III/VII agreement funded under the Older Americans Act and the Older Californians Act for the period of July 1, 2026 through June 30, 2027 estimated at $2,788,836
b) The Health Insurance Counseling and Advocacy Program (HICAP) agreement that provides education and information on health insurance for seniors for the period of April 1, 2026 through March 31, 2027 estimated at $343,641;
c) The Medicare Improvements for Patients and Providers Act (MIPPA) provides enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding Medicare benefits for the period of September 1, 2026 through August 31, 2027 estimated at $55,868;
d) The Aging and Disability Resource Connection (ADRC) agreement that provides a central agency to help older adults and persons with disabilities navigate between different types of service providers to meet their multiple needs for the period of July 1, 2026 through June 30, 2027 estimated at $290,123;

The California Department of Community Services and Development contracts with the Community Action Partnership as a pass-through agency for these federal funds. This agreement provides funding to our community non-profit programs for services to low-income individuals and families to reduce poverty, revitalize low-income communities and empower families to achieve greater self-sufficiency. The agreement for the period of January 1, 2026 through April 30, 2027 and January 1, 2027 through April 30, 2028 is estimated at $499,164.

The California Department of Veterans Affairs contracts with the Department of Military and Veterans Affairs to distribute Proposition 63 funds for the provision of mental health outreach services to veterans. The funding for the period of July 1, 2026 through June 30, 2028 is estimated at $135,000.

Approval of the recommended actions allows the Director or the Assistant Director of Social Services and the Military and Veterans Affairs Officer respectively, to apply for, execute applications and execute agreements for renewed funding for designated programs within the State required turnaround of 30 days. These are standardized State agreements for grants awarded under essentially identical terms as prior years. This process reduces the number of annual Board reports and allows for timely submission of applications and State agreements.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel will continue to approve each standard agreement as to form before the Department signs and returns the agreement to the State agency.

FINANCING:
Appropriations and estimated revenues related to Attachment A are included in the FY 2025-26 Adopted Budget and the FY 2026-27 Recommended Budget and for those that have a longer term, appropriations will be incorporated into future budget submissions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by access to resources and individualized assistance to residents of Monterey County meeting a key objective for services.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Administrative

Prepared by: Prepared by: Yuliana Arroyo-Nuño, Management Analyst III, x4431

Approved by: Roderick W. Franks, Director, x4430

Attachments: Attachment A

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 4/8/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County retroactive for the period of April 1, 2026, through April 30, 2028; and
b. Approve and authorize the Military and Veterans Affairs Officer of the Department of Veterans Affairs or designee to execute standard agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2026, through June 30, 2028.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Department of Social Services or designee execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County retroactive for the period of April 1, 2026, through April 30, 2028; and
b. Approve and authorize the Military and Veterans Affairs Officer of the Department of Veterans Affairs or designee to execute standard agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2026, through June 30, 2028.

SUMMARY
The Department of Social Services has several programs supported with federal and state funds on a continuing basis that require separate state agreements for various funding cycles. In preparing the FY 2026-27 Requested Budget, the Department has compiled a list (Attachment A) of federal and state programs currently receiving funds. These programs expect continued funding through FY 2026-27 and Calendar Year (CY) 2027. The state agencies administering these funds may require an application, and all require a signed agreement to be returned within 30 days of receipt of the standard state agreement.

DISCUSSION:
There are various agreements from the California Department of Aging that fund non-profit agencies providing senior support services such as: Health Insurance Counseling and Advocacy; Ombudsman services; family caregiver support; home-delivered and congregate meals; nutrition education; transportation; legal assistance; information, referral and assistance; health promotion. The Department recommends approval of the following agreements:
a) The Title III/VII agreement funded under the Older Americans Act and the Older Californians Act for the period of July 1, 2026, through June 30, 2027, estimated at $2,788,836.

b) The Health Insurance Counseling and Advocacy Program (HICAP) agreement that provides education and information on health insurance for seniors for the period of April 1, 2026, through March 31, 2027 estimated at $343,641;
c) The Medicare Improvements for Patients and Providers Act (MIPPA) provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding Medicare benefits for the period of September 1, 2026, through August 31, 2027, estimated at $55,868.
d) The Aging and Disability Resource Connection (ADRC) agreement provides a central agency to help older adults and persons with disabilities navigate between different types of service providers to meet their multiple needs for the period of July 1, 2026, through June 30, 2027, estimated at $290,123.

The California Department of Community Services and Development contracts with the Community Action Partnership as a pass-through agency for these federal funds. This agreement provides funding to our community non-profit programs for services to low-income individuals and families to reduce poverty, revitalize low-income communities and empower families to achieve greater self-sufficiency. The agreement for the period of January 1, 2026, through April 30, 2027, and January 1, 2027 through April 30, 2028 is estimated at $499,164.

The California Department of Veterans Affairs contracts with the Department of Military and Veterans Affairs to distribute Proposition 63 funds for the provision of mental health outreach services to veterans. The funding for the period of July 1, 2026, through June 30, 2028, is estimated at $135,000.

Approval of the recommended actions allows the Director or the Assistant Director of Social Services and the Military and Veterans Affairs Officer respectively, to apply for, execute applications and execute agreements for renewed funding for designated programs within the State required turnaround of 30 days. These are standardized State agreements for grants awarded under essentially identical terms as prior years. This process reduces the number of annual Board reports and allows for timely submission of applications and State agreements.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel will continue to approve each standard agreement as to form before the Department signs and returns the agreement to the State agency.

FINANCING:
Appropriations and estimated revenues related to Attachment A are included in the FY 2025-26 Adopted Budget and the FY 2026-27 Recommended Budget and for those that have a longer term, appropriations will be incorporated into future budget submissions.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by access to resources and individualized assistance to residents of Monterey County meeting a key objective for services.

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

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

Prepared by: Prepared by: Yuliana Arroyo-Nuño, Management Analyst III, x4431

Approved by: Roderick W. Franks, Director, x4430

Attachments: Attachment A

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

ATTACHMENT A

MONTEREY COUNTY BOARD OF SUPERVISORS

Agency	Contract Title and Services	Grant Amount	Agreement Number
California Department of Aging	Title III/Title VII, providing services under Older Americans and Older Californians Act, Area Plan Term: 7/1/2026-6/30/2027	$2,788,836	AAA2425-32
California Department of Aging	Health Insurance Counseling and Advocacy Program (HICAP), providing education and information on health insurance for seniors Term: 4/1/2026-3/31/2027	$343,641	AAA2425-32
California Department of Aging	Medicare Improvements for Patients and Providers Act (MIPPA) provides enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding Medicare benefits. Term: 9/1/2026-8/31/2027	$55,868	AAA2425-32
California Department of Aging	Aging and Disability Resource Connection (ADRC) provides a central agency to help older adults and persons with disabilities navigate between different types of service providers to meet their multiple needs. Term: 7/1/2026-6/30/2027	$290,123	AD2627-32
Agency	**Contract Title and Services**	**Grant Amount**	**Agreement Number**
California Department of Community Services and Development	Community Services Block Grant providing community-based services to reduce poverty, revitalize low-income communities and empower low-income families to achieve greater self-sufficiency. Term: 1/1/2026-4/30/2027	$ 499,164	26F-5027
California Department of Community Services and Development	Community Services Block Grant providing community-based services to reduce poverty, revitalize low-income communities and empower low-income families to achieve greater self-sufficiency. Term: 1/1/2027-4/30/2028	$499,164	TBD

1

ATTACHMENT A

Agency	Contract Title and Services	Grant Amount	Agreement Number
California Department of Veterans Affairs	Proposition 63 funding provides mental health outreach services to veterans. Term: 7/1/2027-6/30/2029	$135,000	TBD

Introduced: 4/3/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

a. Authorize the County Purchasing Agent or designee, to execute an amendment to the Agreement with Sicuro Data Analytics, Inc. for Statistical Analysis, retroactive to February 1, 2026 through December 31, 2027, increasing the maximum contract amount from $150,000 to $371,100;
b. Accept standard contract provisions as recommended by the District Attorney;
c. Authorize the County Purchasing Agent or designee and the District Attorney or designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the County Purchasing Agent or designee to issue purchase orders on an as-needed basis pursuant to this Amended Agreement, retroactive to February 1, 2026 through December 31, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or designee, to execute an amendment to the standard Agreement with Sicuro Data Analytics, Inc. for Statistical Analysis, retroactive to February 1, 2026 through December 31, 2027, increasing the maximum contract amount from $150,000 to $371,100, an increase of $221,100;
b. Accept standard contract provisions as recommended by the District Attorney;
c. Authorize the County Purchasing Agent or designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the County Purchasing Agent or designee to issue purchase orders on an as-needed basis pursuant to this Amended Agreement, retroactive to February 1, 2026 through December 31, 2027.

SUMMARY:
On May 5, 2023, the Board approved an Agreement with Sicuro Data Analytics, LLC for statistical analysis services in the amount of $150,000, Agreement No. A-16262. Approval is requested to amend the non-standard Agreement with Sicuro Data Analytics, Inc. to continue existing data collection services and add new analytical services required to support compliance with the Racial Justice Act and Assembly Bill 1071, effective January 1, 2026. This amendment extends the term of the Agreement retroactive to February 1, 2026, through December 31, 2027, and increases the maximum contract amount from $150,000 to $371,100, an increase of $221,100.

DISCUSSION:
On May 5, 2023, the Board approved a non-standard Agreement with Sicuro Data Analytics, LLC for statistical analysis services in the amount of $150,000, Agreement No. A-16262. Sicuro Data Analytics brings expertise in causal data analytics, supported by specialized institutional knowledge of the County of Monterey criminal justice system. These services have supported the District Attorney's Office by reviewing and validating case management system data and addressing missing or incomplete

information to support compliance with the Racial Justice Act.

Since approval of the original Agreement, legislative developments related to criminal justice data have occurred. Assembly Bill 1071, effective January 1, 2026, builds upon the Racial Justice Act and continues to require a broad range of relevant discovery that may be subject to disclosure in criminal proceedings.

While the initial services established a complete analytical data set, the proposed agreement will provide ongoing data updates to help maintain data accuracy, as well as expert analytical support, including analytical requests, expert witness services, and consultation, on an as-needed basis.

This proposed amendment extends the Agreement retroactive to February 1, 2026 through December 31, 2027, and increases the maximum contract amount from $150,000 to $371,100, an increase of $221,100, to support ongoing data-related efforts of the Monterey County District Attorney's Office.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has approved the agreement as to legal form. The Auditor-Controller has approved as to fiscal provisions.

FINANCING:
The Fiscal Year 2025-26 Adopted Budget for the District Attorney, Appropriation Unit DIS001, Unit 8063 includes sufficient appropriations for this amendment. Funding for this Agreement for Fiscal Year 2025-2026 is provided through State Community Corrections Partnership (CCP) funds and was included in the District Attorney's Recommended Budget. Ongoing costs will be included in the budget approval process. There will be no increase in the General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

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

Prepared by: Andrea Lopez, Management Analyst, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
a. Amendment #3 to Agreement with Sicuro Data Analytics, Inc.

Introduced: 4/3/2026

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the County Purchasing Agent or designee, to execute an amendment to the Agreement with Sicuro Data Analytics, Inc. for Statistical Analysis, retroactive to February 1, 2026 through December 31, 2027, increasing the maximum contract amount from $150,000 to $371,100;
b. Accept standard contract provisions as recommended by the District Attorney;
c. Authorize the County Purchasing Agent or designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the County Purchasing Agent or designee to issue purchase orders on an as-needed basis pursuant to this Amended Agreement, retroactive to February 1, 2026 through December 31, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or designee, to execute an amendment to the standard Agreement with Sicuro Data Analytics, Inc. for Statistical Analysis, retroactive to February 1, 2026 through December 31, 2027, increasing the maximum contract amount from $150,000 to $371,100, an increase of $221,100;
b. Accept standard contract provisions as recommended by the District Attorney;
c. Authorize the County Purchasing Agent or designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications when required;
d. Authorize the County Purchasing Agent or designee to issue purchase orders on an as-needed basis pursuant to this Amended Agreement, retroactive to February 1, 2026 through December 31, 2027.

SUMMARY:
On May 5, 2023, the Board approved an Agreement with Sicuro Data Analytics, LLC for statistical analysis services in the amount of $150,000, Agreement No. A-16262. Approval is requested to amend the non-standard Agreement with Sicuro Data Analytics, Inc. to continue existing data collection services and add new analytical services required to support compliance with the Racial Justice Act and Assembly Bill 1071, effective January 1, 2026. This amendment extends the term of the Agreement retroactive to February 1, 2026, through December 31, 2027, and increases the maximum contract amount from $150,000 to $371,100, an increase of $221,100.

DISCUSSION:
On May 5, 2023, the Board approved a non-standard Agreement with Sicuro Data Analytics, LLC for statistical analysis services in the amount of $150,000, Agreement No. A-16262. Sicuro Data Analytics brings expertise in causal data analytics, supported by specialized

institutional knowledge of the County of Monterey criminal justice system. These services have supported the District Attorney's Office by reviewing and validating case management system data and addressing missing or incomplete information to support compliance with the Racial Justice Act.

Since approval of the original Agreement, legislative developments related to criminal justice data have occurred. Assembly Bill 1071, effective January 1, 2026, builds upon the Racial Justice Act and continues to require a broad range of relevant discovery that may be subject to disclosure in criminal proceedings.

While the initial services established a complete analytical data set, the proposed agreement will provide ongoing data updates to help maintain data accuracy, as well as expert analytical support, including analytical requests, expert witness services, and consultation, on an as-needed basis.

This proposed amendment extends the Agreement retroactive to February 1, 2026 through December 31, 2027, and increases the maximum contract amount from $150,000 to $371,100, an increase of $221,100, to support ongoing data-related efforts of the Monterey County District Attorney's Office.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has approved the agreement as to legal form. The Auditor-Controller has approved as to fiscal provisions.

FINANCING:
The Fiscal Year 2025-26 Adopted Budget for the District Attorney, Appropriation Unit DIS001, Unit 8063 includes sufficient appropriations for this amendment. Funding for this Agreement for Fiscal Year 2025-2026 is provided through State Community Corrections Partnership (CCP) funds and was included in the District Attorney's Recommended Budget. Ongoing costs will be included in the budget approval process. There will be no increase in the General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

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

Prepared by: Andrea Lopez, Management Analyst, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
a. Amendment #3 to Agreement with Sicuro Data Analytics, Inc.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, INC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, Inc,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT, increase the total amount of the AGREEMENT, and add additional services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3, **"TERM OF AGREEMENT",** shall be amended by **removing** "The term of this Agreement is from **1 April 2023 to 31 January 2026**, unless sooner terminated pursuant to the terms of this Agreement", and **replacing** it with **"**The term of this Agreement is from **1 April 2023 to 31 December 2027**, unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of **$150,000.00**." and **replacing it with** "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **$371,100.00**." **This amendment increases the total contract amount by $221,100.00.**

3. **EXHIBIT A1 – Additional Services and Payment Provisions**, attached hereto, is hereby **added to the AGREEMENT** and supplements the original Scope of Services and Payment Provisions set forth in Exhibit A by continuing certain services and adding additional services, all subject to the payment provisions set forth in Exhibit A-1. All other terms in Exhibit A remain unchanged.

4. **EXHIBIT D1 – Updated Insurance Certifications**, attached hereto, is hereby added to the AGREEMENT and supplements the original Insurance Certifications set forth in Exhibit D.

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT shall be attached to Amendment #2 of this AGREEMENT dated 15 December 2025. Amendment #1 and Amendment #2 were extensions of term only and did not modify any payment provisions.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
	Sicuro Data Analytics, Inc
Contracts/Purchasing Officer	Contractor/Business Name *
Dated:	By: Signed by: Greg DeAngelo A528B52423804BB...
	Signature of Chair, President, or Vice-President
Approved as to Fiscal Provisions:	Greg DeAngelo President
	Printed Name and Title
Deputy Auditor/Controller	Dated: 3/24/2026 | 7:30 AM PDT
Dated:	By: Signed by: Dawn DeAngelo 28A5D2C529E84DF...
Approved as to Liability Provisions:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
	Dawn DeAngelo Secretary
Risk Management	Printed Name and Title
Dated:	Dated: 3/24/2026 | 7:49 AM PDT
Approved as to Form:	
Deputy County Counsel	
Dated:	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

EXHIBIT A1

To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as "COUNTY"
AND
Sicuro Data Analytics, hereinafter referred to as "CONTRACTOR"

Additional Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR shall develop and maintain a comprehensive analytical dataset by gathering, updating and integrating data from County case-management and court systems, as well as other relevant data sources identified by the COUNTY.

b. CONTRACTOR shall provide expert analysis, consultation, reports, data extracts and expert testimony as needed to support the County's compliance with AB 1071, effective January 1, 2026.

c. CONTRACTOR acknowledges that these services include ongoing data updates, preparation of the analytical dataset, and responding to County requests for analysis, consultation, motion-related work and expert witness tasks, consistent with the compensation terms detailed in Section B.

A.2 SUPPORT PROVIDED

a. Data Update: *(Estimated Duration: Four to Six Months)*
CONTRACTOR will obtain and process an extraction of case-management data covering September 27, 2023 to the present. This work includes reviewing the data for missing or erroneous content, correcting identified issues and integrating accurate data into the existing analytical dataset, including incorporating corresponding court data and other relevant data needed to complete the dataset. Upon completion, CONTRACTOR will deliver an updated analytical dataset covering the period January 1, 2007 through December 31, 2025. Upon request, CONTRACTOR shall provide brief instruction to designated County staff on how to access, interpret and perform basic searches within the data extracts delivered under this Agreement.

b. Ongoing Data Maintenance *(Services Begin April 1, 2026)*
Beginning April 1, 2026, CONTRACTOR will operate and maintain the data pipeline supporting the analytical dataset. This includes performing monthly CMS data updates, processing regular refreshes of relevant court data, integrating County-

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provided corrections or additions and maintaining the combined dataset to ensure accuracy and continuity. These activities support ongoing use of the analytical dataset and allow CONTRACTOR to produce updated data outputs for the County as requested.

c. Additional Analytical Services *(As Needed)*
CONTRACTOR will perform additional analytical and support services on an as-needed basis. Work under this section may include statistical analysis, data assessments, consultation, preparation of data outputs, RJA motion-response work, expert witness testimony and associated travel. Deliverables may include written analyses, summary reports or data extracts requested by the County. Each project performed under this section shall require a pre-approved written scope of work agreed to by both COUNTY and CONTRACTOR before any billable services begin.

d. COUNTY will provide necessary files and access to information as necessary to facilitate the analysis.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

a. County shall pay an amount not to exceed $371,100. Upon receipt of a complete and proper invoice, COUNTY shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services. CONTRACTOR will submit invoices reflecting the fixed fees and any variable fees incurred at the rates detailed herein. CONTRACTOR's compensation for services rendered shall be based on the following:

1. Overhead: A 10% overhead charge shall apply to all fees billed under this Agreement, including both fixed and variable fees.

2. Fixed fees
    a) Data Update Fee: The County shall pay a fixed fee of $17,000 for updating the analytical dataset from the current coverage period of January 1, 2007 through September 27, 2023 to January 1, 2007 through December 31, 2025. The update is expected to take approximately four to six months, and the County will be invoiced upon completion of the update.
    b) Quarterly Data Maintenance Fee: The County shall pay a quarterly fee of $12,000 for ongoing data maintenance, which includes continued updates, integration, and preparation of the analytical dataset. Each quarterly payment shall be invoiced upon completion of the corresponding quarter's services. Based on the quarterly fee, three payments are expected for services provided in 2026, totaling

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$36,000, and four payments are expected for services provided in 2027, totaling $48,000.

3. Variable fees
    a. The County shall reimburse Contractor for analytical requests, consultation, RJA motion response work and expert witness testimony at the hourly and daily rates listed below, not to exceed $50,000 per year.
    b. Each project performed under this section shall require a written scope of work approved by both County and Contractor before any billable services begin.
    c. Hourly Rates:
        1. Statistical analysis: $300 per hour
        2. RJA motion response standard: $300 per hour
        3. RJA motion response (expedited within four weeks): $400 per hour
    d. Expert Witness and Travel
        4. Expert witness testimony: $5,000 per day or portion thereof
        5. Travel associated with testimony: $5,000 per day

b. Total compensation for the duration of this contract will not exceed $371,100, which is for the duration of this contract and is not an annual amount.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2025

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	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics, Inc. 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	10200
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, PL, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.4	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			P100.980.728.4	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	☒ 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
A	Professional Liability Retro date: 1/01/17			P100.979.897.4	03/25/2025	03/25/2026	General Aggregate Each Occurrence	$2,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 7
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 16
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Insurance Services Office, Inc., with its permission

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc Lic #OA91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox	10200
INSURER B : Employers Compensation Ins Co (#1709000)	11512
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sicuro Data Analytics, Inc.
4915 Marlin Way
Oxnard CA 93035

COVERAGES **CERTIFICATE NUMBER:** 26-27 GL, PL, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P100.980.728.5	03/25/2026	03/25/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			P100.980.728.5	03/25/2026	02/03/2520	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	[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
A	Professional Liability			P100.979.897.5	03/25/2026	03/25/2027	General Aggregate Each Occurrence	$2,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

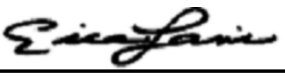
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.5
Named Insured: Sicuro Data Analytics, Inc.
Endorsement Number: 7
Endorsement Effective: 03/25/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.5
Named Insured: Sicuro Data Analytics, Inc.
Endorsement Number: 17
Endorsement Effective: 03/25/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, INC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, Inc,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional month.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3, **"TERM OF AGREEMENT",** shall be amended by **removing** "The term of this Agreement is from **1 April 2023 to 31 December 2025**, unless sooner terminated pursuant to the terms of this Agreement", and **replacing** it with **"**The term of this Agreement is from **1 April 2023 to 31 January 2026**, unless sooner terminated pursuant to the terms of this Agreement".

2. The **parties clause** in the preamble of the Agreement shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and **replacing** it with "**Sicuro Data Analytics, Inc**".

3. Paragraph 18, "**SIGNATURE PAGE**", shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and **replacing** it with "**Sicuro Data Analytics, Inc**".

4. The **title** of Amendment #1 and the **preamble** of Amendment #1 shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and replacing it with "**Sicuro Data Analytics, Inc**".

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT shall be attached to Amendment #1 of this AGREEMENT dated 24 January 2025.

This space left blank intentionally

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Contracts/Purchasing Officer

Dated: 12/15/2025 | 3:36 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Deputy Auditor/Controller

Dated: 12/9/2025 | 11:24 AM PST

Approved as to Liability Provisions:

DocuSigned by:

Risk Management

Dated: 12/8/2025 | 10:44 AM PST

Approved as to Form:

Signed by:

Deputy County Counsel

Dated: 12/8/2025 | 9:35 AM PST

CONTRACTOR

Sicuro Data Analytics, Inc

Contractor/Business Name *

By: Signed by:

Signature of Chair, President, or Vice-President

Greg DeAngelo President

Printed Name and Title

Dated: 12/5/2025 | 10:53 AM PST

By: Signed by:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dawn DeAngelo Secretary

Printed Name and Title

Dated: 12/5/2025 | 5:38 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2025

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	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics, Inc. 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	10200
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, PL, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.4	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			P100.980.728.4	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	☒ 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
A	Professional Liability Retro date: 1/01/17			P100.979.897.4	03/25/2025	03/25/2026	General Aggregate Each Occurrence	$2,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

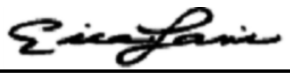
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 7
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 16
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, LLC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, LLC,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **1 April 2023 to 31 January 2025**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from **1 April 2023 to 31 December 2025**, unless sooner terminated pursuant to the terms of this Agreement".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated 1 April 2023.

This space left blank intentionally

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 1/24/2025 | 9:15 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E6578754544E...
Deputy Auditor/Controller

Dated: 1/22/2025 | 4:55 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:
Janet Holmes
C1FBBD3B2F584BB...
Deputy County Counsel

Dated: 1/24/2025 | 8:42 AM PST

CONTRACTOR

Signed by:
Greg DeAngelo, President
A528B52423804BB...
By: (Signature of Chair, President, or Vice-President)

Greg DeAngelo, President
Printed Name and Title

Dated: 1/22/2025 | 2:11 PM PST

Signed by:
Julie Salomonson, Project Manager
7F68ED1AEB98481...
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Julie Salomonson, Project Manager
Printed Name and Title

Dated: 1/22/2025 | 2:41 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Sicuro Data Analytics, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, providing a detailed report of that analysis

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 150,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 1 April 2023 **to** 31 January 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Information Technology Security
Exhibit C: Sole Source Justification
Exhibit D: Insurance Certifications

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jeannine M. Pacioni District Attorney	Gregory DeAngelo President
Name and Title	Name and Title
142 W. Alisal Street, Ste A Salinas, CA 93901	317 West Ventura Blvd, Suite 1041 Camarillo, CA 93010
Address	Address
831-755-5470	213-320-7220
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 5/7/2023 | 11:20 AM PDT

DS BS By: DocuSigned by: Jeannine M Pacioni, District Attorney 9FCC008E5A664BE...
Department Head (if applicable)

Date: 5/5/2023 | 4:34 PM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 2EF8DC76EE5647F...
Office of the County Counsel

Date: 5/5/2023 | 5:05 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller

Date: 5/5/2023 | 5:34 PM PDT

By:
Risk Management

Date:

CONTRACTOR

Sicuro Data Analytics, LLC
Contractor/Business Name *

By: DocuSigned by: Greg DeAngelo, President 8C0843FA2B14BA...
(Signature of Chair, President, or Vice-President)

Greg DeAngelo, President President
Name and Title

Date: 4/12/2023 | 5:50 PM PDT

By: DocuSigned by: Jeffrey Borowitz, Director Director 8E255041A2CD4AB...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jeffrey Borowitz, Director
Name and Title

Date: 4/12/2023 | 7:59 PM CDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT-A

To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as "COUNTY"
AND
Sicuro Data Analytics, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR will provide a statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the COUNTY.

b. COUNTY understands that compensation for this capability will be a monthly charge based on the number of hours worked, as detailed herein.

c. COUNTY understands that CONTRACTOR will not require automobile insurance and no travel is required in support of the agreement. That section of the agreement has been lined out as not necessary.

A.2 SUPPORT PROVIDED

The Contractor will perform a statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Contractor through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Contractor will engage in several steps to ensure full comprehension of the data:

1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
2) Reconstruct case management system with flat files
3) Reshape data at the case-defendant level
4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Contractor will prepare a data audit report that will outline any key missing components in the existing data files that have been provided. The Contractor

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will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Contractor will develop a plan for backfilling missing content and outline the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Contractor will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Contractor will convert database files into flat files and reconstruct the case management system. The Contractor will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Contractor will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Contractor will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Contractor has reconstructed.

Based on the format of the data accessed from the courts, the Contractor will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Contractor will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated because of the court crawling and content extraction effort will then be made. Additionally, the Contractor will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Contractor will begin the process of conducting the empirical analysis of the Racial Justice Act.

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The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Contractor will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

At the completion of each of the three components of the empirical analysis, the Contractor will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Contractor and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The Consultant will provide monthly invoices that detail the number of hours worked, detail the nature of the work, the hourly rate ($300), and the total amount invoiced for that month. The monthly invoice will include a unique invoice number, contact information for the Consultant, as well as the payee's name. The invoice will also clearly note that payment is requested within 30 days of receiving the invoice.

a. Upon receipt of a complete and proper invoice, COUNTY shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services, the monthly amounts is detailed below. CONTRACTOR will provide an invoice detailing the charges based on the rates as detailed herein. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the hourly rate of $300.00 per hour.

b. Total compensation for the duration of this contract will not exceed $150,000, for approximately 500 hours of work, which is for the duration of this contract and is not an annual amount.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.
COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subCONTRACTORs.

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Exhibit B
INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this exhibit, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Monterey data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Monterey data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to the County contact indicated in the "Notices" section of this Agreement and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein. Upon receiving initial data from the County, Contractor shall have sufficient backups to

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maintain a RPO of 24 hours. At any given time, the County shall not be required to provide Contractor with more than 24 hours' worth of data. Additionally, in the event of a disaster, Contractor shall reproduce full data services to not exceed RTO of 48 hours.

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SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

PROCEDURE:

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Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

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County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 8 March 2023

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act

(Check One)

☑ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

○ Preferred Vendor
◉ Sole Source

Vendor Name: Sicuro Data Analytics, LLC
Address: 317 West Ventura Blvd, Ste 1041 City: Camarillo State: CA
Phone Number: (213) 320-7220 Fax: (____)
Contact Person: Gregory De Angelo Title: President
Federal Employer #: 87-3083914

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3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

This vendor has the unique perspective and expertise in casual data analytics based on specific institutional knowledge of the criminal justice system with Monterey County. This has become increasingly critical, and several legislative changes have directed that this information be kept in a specified fashion. The procurement of this vendor specifically will provide the County of Monterey clean and identifying missing content from the case management system (CMS); Backfilling missing and erroneous content with the CMS; Ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act.

Sicuro Data Analytics will also be supporting the District Attorney's Office in providing general data analytics and reporting in an ongoing basis to ensure that

b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

This supplier offers a unique combination of technical coding capability, proven statistical analysis at the level of a court qualified expert and knowledge specific to the Monterey County criminal justice system. Additionally, this supplier offers a top criminal justice security clearance, fully completed criminal background, CJIS compliant lab, and CLETS certification that allows them to begin immediately on this time sensitive project. Finally, this supplier is already familiar with our CMS and owns the proprietary code necessary to access our secured data to perform and independent analysis for compliance with the newly enacted law.

c) Why are these specific features/qualifications required?

The passage of Penal Code 745, commonly known as the Racial Justice Act.

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d) What other products/services have been examined and/or rejected?

There are no other known service providers for this project.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

There are no other known service providers for this unique and heretofore unprecedented legal analysis.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Discussed in paragraph (a) above.

g) Estimated Costs:

The project will consist of several phases and will last for many months, a summary of these phases consists of:
>Data Ingestion, cleaning and restructuring: 125 hours
>Data Audit: 25 hours
>Data backfilling and removal of erroneous content: 150 hours
>Racial Justice Act Analysis: 200 hours
>Total estimated cost: 500 hours @ $300 per hour = $150,000.00

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4. Is there an unusual or compelling urgency associated with this project?

☐ No

☑ Yes (Please describe)

Under the provisions of the Racial Justice Act, Penal Code 745, District Attorney Offices are required to promptly conduct this analysis.

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:
Bruce Suckow
C018A126CFF7472...
Requestors Signature

3/8/2023 | 9:21 AM PST
Date

DocuSigned by:
Jeannine M Pacioni, District Attorney
9FCC008E5A664BE...
Authorized Signature by Department Head

3/8/2023 | 9:50 AM PST
Date

DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Approved by Contracts/Purchasing Officer

3/8/2023 | 5:27 PM PST
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics LLC 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C : Hiscox Insurance Company Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 GL, E&O, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.2	03/25/2023	03/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-00	04/13/2023	04/13/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			P100.979.897.2	03/25/2023	03/25/2024	Each Claim Aggregate	$1,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

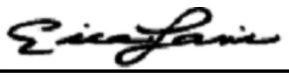
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 7
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 16
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Insurance Services Office, Inc., with its permission

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16262
a. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute an Agreement with Sicuro Data Analytics, LLC, for a Statistical Analysis, for the period of April 1, 2023, through January 31, 2025, in the maximum amount of $150,000;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contract/Purchasing Officer or Contracts Purchasing Supervisor and the District Attorney to sign and execute the appropriate documents and verifications when required;
d. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to issue purchase orders on an as-needed basis pursuant this Agreement over the period of April 1, 2023, through January 31, 2025.

PASSED AND ADOPTED on this 2nd day of May 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 2, 2023.

Dated: May 5, 2023
File ID: 23-330
Agenda Item No.: 23

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 4/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement with Dell Marketing L.P. dba Dell Technologies (A-16741), a Microsoft reseller of software licensing subscriptions maintenance and support to increase the third year of the existing agreement by $700,000 for the term ending April 30, 2027, for a revised total aggregate Agreement amount not to exceed $5,980,131; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, renewals and such documents as are necessary for services with Dell Technologies for purposes of this Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement with Dell Marketing L.P. dba Dell Technologies (A-16741), a Microsoft reseller of software licensing subscriptions maintenance and support to increase the third year of the existing agreement by $700,000 for the term ending April 30, 2027, for a revised total aggregate Agreement amount not to exceed $5,980,131; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, renewals and such documents as are necessary for services with Dell Technologies for purposes of this Agreement.

SUMMARY:
The approval of Amendment No. 1 to the non-standard cooperative agreement utilizing the County of Riverside's Master Agreement No. 8084445 with Microsoft Corporation will allow the Information Technology Department (ITD) to fund the third and final year of the existing cooperative agreement while maintaining the competitive pricing for Microsoft software products.

DISCUSSION:
This Amendment to the Agreement is required to support the continuance of Microsoft license subscriptions, County's cloud-hosted environment, and associated cloud storage for year three of the agreement originally approved under Board Order A-16741. Additional funds are needed for true-up, due to increased subscriptions. In addition, this Amendment authorizes the procuring of Microsoft licenses, products, and services on an as-needed and as-approved basis, consistent with operational requirements.
Approval of this action will enable the county to maintain continuity of business with continued licensing, cloud services, and storage. Future terms will proceed with a new Request for Proposal (RFP), therefore, it is the recommendation of the Chief Information Officer to approve this Amendment request.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved the non-standard Amendment with Dell Marketing L.P. dba Dell Technologies. The Auditor-Controller reviewed the contract but disagreed with the non-standard payment provisions.

FINANCING:
The funds required for this Amendment are included in the FY 2026-27 Recommended Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. The costs of this agreement will be supported by planned Cost Plan credits received by ITD.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Board's approval of the recommended Amendment will assist in providing Microsoft solutions for County staff at competitive pricing.

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

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Licensing Solution Provider Agreement
Amendment No. 1

Introduced: 4/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement with Dell Marketing L.P. dba Dell Technologies (A-16741), a Microsoft reseller of software licensing subscriptions maintenance and support to increase the third year of the existing agreement by $700,000 for the term ending April 30, 2027, for a revised total aggregate Agreement amount not to exceed $5,980,131; and
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____ Well-Being and Quality of Life
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____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
____ Administrative

Prepared by: Teresa Meister, Management Analyst II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Licensing Solution Provider Agreement
Amendment No. 1

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Dell Marketing L.P., a Texas corporation

By: Alisson Harrington
Alisson Harrington
Senior Commercial Counsel

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.16

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$425
2	Build Intelligent Agents	Yes	$425
3	Machine Learning	Yes	$425
4	Internet of Things	Yes	$425
5	Globally distributed data	Yes	$425
6	OSS Databases	Yes	$425
7	Cloud Scale Analytics	Yes	$425
8	Data Platform Modernization to Azure	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425
12	Modern Business Intelligence	Yes	$425
	Biz Apps		
1	Customer Service	Yes	$425
2	Field Service	Yes	$425
3	Marketing	Yes	$425
4	Talent	Yes	$425
5	Finance and Operations	Yes	$425
6	Business Central	Yes	$425
7	Power Apps	Yes	$425
8	Power BI	Yes	$425
	Apps and Infrastructure		
1	Azure Stack	Yes	$425
2	High Performance Compute	Yes	$425
3	Cloud Native Apps using Serverless	Yes	$425
4	Modernize Apps	Yes	$425
5	SAP on Azure	No	$425
6	Linux on Azure	Yes	$425
7	Dev Ops	Yes	$425
8	Business Continuity & Disaster Recovery	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$425
2	Security	Yes	$425
3	GDPR & Compliance	Yes	$425
4	Teamwork	Yes	$425
5	Calling & Meetings	Yes	$425
6	Modern Desktop	Yes	$425
7	Office 365 Migration Assistance	Yes	$425
7a	Mail	Yes	$425
7b	Teams	Yes	$425
7c	SharePoint	Yes	$425
7d	OneDrive	Yes	$425

DAVE ROGERS
Assistant Chief Executive Officer-
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to**
Attention: Rick Hai E-mail: RHai@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN # 95-6000930

Company Name: Dell Marketing L.P.

Name: Stacie Becker Title: Proposal Manager

Address: One Dell Way

City: Round Rock Zip Code 78682 Telephone #: 512-725-3007

Fax #: n/a Email: Stacie_Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — September 19, 2019
Date

Stacie Becker
Printed Name — Proposal Manager
Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	John.Doe@riverside.org	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-Kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries, and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates, and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g. Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer.** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following.

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-PWK	BD

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	$0
Amended Annual Maximum Contract Amount:	$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. ("First Amendment"), dated as of 01 April 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Dell Marketing L.P. ("CONTRACTOR"), a Texas corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the "Agreement") to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the "Term")."

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference."

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.

6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

Dell Marketing L.P., a Texas corporation

By: _____
Amanda E. Hudson
Contracts Manager

Dated: 4/17/20

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

Introduced: 4/15/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution continuing for an additional 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, December 9, 2025, February 03, 2026, and March 24, 2026.

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's 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 no 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 on 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 aligned 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

Legistar File Number: RES 26-059

Item No.

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

April 28, 2026

Introduced: 4/15/2026
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, December 9, 2025, February 03, 2026, and March 24, 2026.

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's 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.

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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 on 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 aligned 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):

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Link to the Strategic Plan:

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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 Board of Supervisor further ratified the proclamation on February 03, 2026; and

WHEREAS, the Board of Supervisor further ratified the proclamation on March 24, 2026; 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 28th day of April 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: 4/16/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve an expenditure of $10,000 from the Board of Supervisors (District 2) discretionary fund to reimburse the Pajaro Business Group for costs associated with small business development programs, and emergency preparedness workshops and services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve an expenditure of $10,000 from the Board of Supervisors (District 2) discretionary fund to reimburse the Pajaro Business Group for costs associated with small business development programs and emergency preparedness workshops and services.

SUMMARY/DISCUSSION:

Pajaro Business Group is a newly formed nonprofit organization established to provide meaningful, practical support to local business owners, many of whom face barriers to accessing essential training, capital, and resources.

Pajaro Business Group plans to offer a series of targeted workshops and services, including:

- ABC (Alcoholic Beverage Control) training for businesses that serve and/or sell alcohol.
- Mandatory sexual harassment prevention training for employers.
- Guidance and education on workers' compensation insurance.
- Business insurance planning and coverage support.
- Retirement planning options for small business owners and employees.

In addition to these direct services, funding would also support essential administrative needs. This includes staffing and infrastructure needed to pursue additional grant opportunities, ensuring the long-term sustainability and growth of Pajaro Business Group, and its efforts to serve the community. Its goal is to empower small businesses with the tools, knowledge, and support the need to thrive, contributing to a stronger, more resilient local economy in Pajaro and surrounding areas.

This request authorizes reimbursement for costs associated with providing small business development programs and emergency preparedness workshops and services.

PUBLIC PURPOSE FINDINGS:

In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description

above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the District 2's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports local small businesses by providing training, business development resources, and emergency preparedness services that strengthen economic resilience in Pajaro and surrounding communities,
___ Well-Being and Quality of Life
___ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments: 1: Invoice

Introduced: 4/16/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve an expenditure of $10,000 from the Board of Supervisors (District 2) discretionary fund to reimburse the Pajaro Business Group for costs associated with small business development programs, and emergency preparedness workshops and services.

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

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments: 1: Invoice

PAJARO BUSINESS GROUP
7 SAN JUAN ROAD
Royal Oaks, CA 95076

INVOICE

MVierra
4/15/2026

Bill To
Marilyn Vierra, Chief of Staff
Board of Supervisors, District 2
11140 Speegle Street
Castroville, CA 95012
831-755-5022
vierram@countyofmonterey.gov

Invoice No. 2026-001

Invoice Date: 04/13/2026

For: Pajaro Business Group

Description	Trainings	
Support for small business development programs	ABC (ALCOHOL BEVERAGE CONTROL) TRAINING	Include all restaurants and markets in Pajaro
	SEXUAL HARRASMENT PREVENTION TRAINING	Make available to all businesses in Pajaro
	WORKER'S COMPENSATION EDUCATION	Make available to all businesses in Pajaro
	BUSINESS INSURANCE PLANNING SUPPORT	Make available to all businesses in Pajaro
	RETIREMENT PLANNING RESOURCES FOR EMPLOYERS AND EMPLOYEES	Make available to all businesses in Pajaro
Support small businesses with emergency preparedness	One-on-One meetings to develop emergency checklists and plans	Make available to all businesses in Pajaro
Outreach and market training's and meetings to all Pajaro businesses		Reach out to all Pajaro businesses by door-to-door outreach, and social media outreach
	Subtotal Cost	$5,000.00
Administrative Support, Organizational capacity for Pajaro Business Group and grant research and grant writing		$5,000.00
TOTAL		**$10,000.00**

Introduced: 4/17/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (4/5ths vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors Adopt a Resolution to:
a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (4/5ths vote required).

SUMMARY/DISCUSSION:

The County of Monterey Administrative Office's Homelessness Strategies and Initiatives Division (CAO-HSI) requests approval to increase appropriations in Fund 001 in the Fiscal Year Adopted Budget 2025-26 in the amount of $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs. This increase is fully funded by the Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6) grant awarded to CAO-HSI on February 23, 2026.

On August 26, 2025, the Board of Supervisors approved CAO-HSI's submission of an HHAP-6 grant application in partnership with the Coalition of Homeless Services Providers (Continuum of Care) and the County of San Benito (collectively, the Monterey and San Benito Regional Partners). The Board also approved a Memorandum of Understanding (MOU) establishing a collaborative framework for implementation of the HHAP-6 program. The MOU term extends through June 30, 2029, consistent with the grant period (Attachments A-C).

On August 29, 2025, the Regional Partners submitted a joint application totaling $7,213,890.40. The CAO-HSI HHAP-6 allocation is in the amount of $2,779,696, as confirmed in an award letter issued by the California Department of Housing and Community Development on February 23, 2026. (Attachment D).

Upon execution of the pending State grant agreement, the CAO-HSI intends to enter into agreements or amendments with local services providers to support operation subsidies for our local shelter and navigation centers, support services coordination, rapid rehousing, permanent supportive housing, and related supportive services. These programs are intended to assist individuals experiencing homelessness in our local communities and jurisdictions.

At the conclusion of the HHAP-6 grant period (June 30, 2029), the CAO-HSI will work with local service providers to identify sustainable funding sources, including potential Medi-Cal funding opportunities through California Advancing and Innovating Medi-Cal (CalAIM) to support these programs.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The CAO Budget Office has reviewed and concurs with these actions.

FINANCING:
This action does not impact the General Fund. The increase of appropriations by $2,779,696 to Budget Unit 001-1050-8598-CAO004 is fully financed by the HHAP-6 grant award that includes $2,585,117 for services and $194,579 in CAO-HSI Program administration fees. The HHAP-6 grant period spans FY 2025-26 through FY 2028-29 and expires on June 30, 2029.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This initiative supports two of the County of Monterey's Strategic Goals and Key Objectives by sustaining interim sheltering, permanent supportive housing, rapid rehousing, and services programs addressing homelessness.

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

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

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

Prepared by: Sarah Federico, County Homeless Services MAII, ext. 5341
Reviewed by: Roxanne Wilson, County Homeless Services Director, ext. 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309

Attachments:
Attachment A - Draft Resolution
Attachment B - Completed Board Order Item No. 41
Attachment C - Completed Resolution RES 25-129
Attachment D - HHAP-6 MOU between Regional Partners
Attachment E - HHAP-6 Award Letter

Introduced: 4/17/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (4/5ths vote required).

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SUMMARY/DISCUSSION:
The County of Monterey Administrative Office's Homelessness Strategies and Initiatives Division (CAO-HSI) requests approval to increase appropriations in Fund 001 in the Fiscal Year Adopted Budget 2025-26 in the amount of $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs. This increase is fully funded by the Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6) grant awarded to CAO-HSI on February 23, 2026.

On August 26, 2025, the Board of Supervisors approved CAO-HSI's submission of an HHAP-6 grant application in partnership with the Coalition of Homeless Services Providers (Continuum of Care) and the County of San Benito (collectively, the Monterey and San Benito Regional Partners). The Board also approved a Memorandum of Understanding (MOU) establishing a collaborative framework for implementation of the HHAP-6 program. The MOU term extends through June 30, 2029, consistent with the grant period (Attachments A-C).

On August 29, 2025, the Regional Partners submitted a joint application totaling $7,213,890.40. The CAO-HSI HHAP-6 allocation is in the amount of $2,779,696, as confirmed in an award letter issued by the California Department of Housing and Community Development on February 23, 2026. (Attachment D).

Upon execution of the pending State grant agreement, the CAO-HSI intends to enter into agreements or amendments with local services providers to support operation subsidies for our local shelter and navigation centers, support services coordination, rapid rehousing, permanent supportive housing, and related supportive services. These programs are intended to assist individuals experiencing homelessness in our local communities and jurisdictions.

At the conclusion of the HHAP-6 grant period (June 30, 2029), the CAO-HSI will work with local service providers to identify sustainable funding sources, including potential Medi-Cal funding opportunities through California Advancing and Innovating Medi-Cal (CalAIM) to support these programs.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The CAO Budget Office has reviewed and concurs with these actions.

FINANCING:
This action does not impact the General Fund. The increase of appropriations by $2,779,696 to Budget Unit 001-1050-8598-CAO004 is fully financed by the HHAP-6 grant award that includes $2,585,117 for services and $194,579 in CAO-HSI Program administration fees. The HHAP-6 grant period spans FY 2025-26 through FY 2028-29 and expires on June 30, 2029.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This initiative supports two of the County of Monterey's Strategic Goals and Key Objectives by sustaining interim sheltering, permanent supportive housing, rapid rehousing, and services programs addressing homelessness.

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

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

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

Prepared by: Sarah Federico, County Homeless Services MAII, ext. 5341
Reviewed by: Roxanne Wilson, County Homeless Services Director, ext. 5445
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext. 5309

Attachments:
Attachment A - Draft Resolution
Attachment B - Completed Board Order Item No. 41
Attachment C - Completed Resolution RES 25-129
Attachment D - HHAP-6 MOU between Regional Partners
Attachment E - HHAP-6 Award Letter

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

Resolution No.:

Adopt a Resolution to:
a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (4/5ths vote required).

RECITALS

WHEREAS, in February 2025, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability for a sixth round of Homeless Housing, Assistance and Prevention (HHAP) Program funding for $760 million authorized by Section 13 of Assembly Bill (AB) 166 signed into law in July 2024; and

WHEREAS, pursuant to Health and Safety Code Section 50240(f), applicants for HHAP Round 6 (HHAP-6) funding must submit a Regionally Coordinated Homelessness Action Plan (Action Plan) that is supported by a formal Memorandum of Understanding (MOU) between all eligible applicants; and

WHEREAS, on August 26, 2025, the Board of Supervisors approved submission of the County Administrative Office Homelessness Strategies and Initiatives Division (CAO-HSI) HHAP-6 grant application in partnership with the Coalition of Homeless Services Providers (Continuum of Care) and the County of San Benito (Regional Partners) and also approved an MOU establishing a collaborative framework for implementation of the HHAP-6 program between the Regional Partners. The MOU term extends through June 30, 2029, consistent with the HHAP-6 grant fiscal term; and

WHEREAS, on August 29, 2025, CAO-HSI and the Regional Partners submitted a joint HHAP-6 grant application and Action Plan to HCD for the collective amount of $7,213,890; and

WHEREAS, on February 23, 2026, the State awarded CAO-HSI a partial allocation in the amount of $2,779,696 and the Regional Partners were awarded $4,434,194 of the total HHAP-6 grant application request; and

WHEREAS, upon execution of the HCD HHAP-6 grant agreement, CAO-HSI intends to provide $2,585,117 of the HHAP-6 grant award to support operation subsidies for our local shelter and navigation centers, support services coordination, rapid rehousing, permanent supportive housing, and related supportive services, with the remaining $194,579 allocated to CAO-HSI grant administration and project management costs; and

WHEREAS, the estimated revenues of the grant are $2,779,696 over a three (3) year grant term ending on June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED THAT, the County of Monterey Board of Supervisors hereby:

a. Amend the County Administrative Office Fiscal Year 2025-26 Adopted Budget 001-1050-8598-CAO004 to increase appropriations and estimated revenues by $2,779,696 to fund interim sheltering, permanent supportive housing, and rapid rehousing programs, financed by grant revenues from the California Department of Housing and Community Development (4/5th vote required); and
b. Authorize and direct the Auditor Controller to incorporate the changes in the Fiscal Year 2025-26 County Administrative Office's Homelessness Strategies and Initiatives Division Adopted Budget 001-1050-8598-CAO004 (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 Minute Book _____, for the meeting on _____.

Dated:

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

By: _____
Deputy

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.: 25-321; Agreement No.: A-17466
a. Approve and authorize the County Administrative Officer or designee to sign and submit an application for $2,779,696 for funding from the California Department of Housing and Community Development Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6);
b. Approve and authorize the County Administrative Officer or designee to execute the state funding agreement, with the California Department of Housing and Community Development for HHAP-6 for a term ending June 30, 2029, for an amount estimated at $2,779,696;
c. Approve and authorize the County Administrative Officer or designee to sign all future HHAP-6 funding amendments on behalf of the County for continued funding from the California Department of Housing and Community Development for a term ending June 30, 2029; and
d. Approve and authorize the County Administrative Officer or designee, to sign and execute a Memorandum of Understanding (MOU) with the County of San Benito and the Coalition of Homeless Services Providers committing the County of Monterey to collaborate on implementation of the key actions included in the regional grant submission.

PASSED AND ADOPTED on this 26th day of August 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 August 26, 2025.

Dated: September 4, 2025
File ID: RES 25-129
Agenda Item No.: 41

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

Margarita Hernandez, Deputy

Before the Board of Supervisors
County of Monterey, State of California

Resolution No.: 25-321

Adopt a Resolution to:

a. Authorize the County Administrative Officer or designee to sign and submit an application for $2,779,696 for funding from the California Department of Housing and Community Development Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6);
b. Authorize the County Administrative Officer or designee to execute the state funding agreement, with the California Department of Housing and Community Development for HHAP-6 for a term ending June 30, 2029, for an amount estimated at $2,779,696;
c. Authorize the County Administrative Officer or designee to sign all future HHAP-6 funding amendments on behalf of the County for continued funding from the California Department of Housing and Community Development for a term ending June 30, 2029; and
d. Authoriz the County Administrative Officer or designee, to sign and execute a Memorandum of Understanding (MOU) with the County of San Benito and the Coalition of Homeless Services Providers committing the County of Monterey to collaborate on implementation of the key actions included in the regional grant submission.

RECITALS:

WHEREAS, the County Board of Supervisors hereby approves the submission to the California Department of Housing and Community Development (HCD) an application for the Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6) funding allocation in the amount of $2,779,696, which includes operating support for our local shelter and navigation centers, support services coordination, rapid rehousing, and related services for the benefit of our local homeless population;

WHEREAS, the County Board of Supervisors hereby authorizes the County Administrative Officer or designee, to approve and execute a Memorandum of Understanding (MOU) formalizing the partnership for the operation of this HHAP-6 Program between the County of Monterey, the County of San Benito, and the regional Continuum of Care (CoC);

WHEREAS, the County acknowledges compliance with all state and federal public participation requirements in the development of its application;

WHEREAS, the County hereby authorizes and directs the County Administrative Officer or designee, to sign and deliver the application and act on the County's behalf in all matters pertaining to the HHAP-6 application;

WHEREAS, if an application is approved, the County Administrative Officer or designee is authorized to sign and execute the funding agreement and all subsequent amendments thereto with the State of California for the purposes of the HHAP-6 funds;

WHEREAS, the County Counsel will review and approve the standard state funding agreement, as well as any future amendments, as to form before the County Administrative Officer or designee signs and returns the agreement to HCD; and

WHEREAS, the estimated grant revenues is $2,779,695 over a four (4) year grant period ending June 30, 2029 with $277,970 budgeted to Youth Set-Aside, and $194,579 budgeted to the County Administrative Officer Homelessness Strategies and Initiative Division's administrative fees, and the remaining $2,307,178 for operating support for our local shelter and navigation centers, support services coordination, rapid rehousing, permanent supportive housing, and related services for the benefit of our local homeless population.

NOW, THEREFORE, BE IT RESOLVED THAT, the County of Monterey Board of Supervisors hereby:

a. Authorize the County Administrative Officer or designee to sign and submit an application for $2,779,696 for funding from the California Department of Housing and Community Development Homeless Housing, Assistance and Prevention Program Round Six (HHAP-6);
b. Authorize the County Administrative Officer or designee to execute the state funding agreement, with the California Department of Housing and Community Development for HHAP-6 for a term ending June 30, 2029, for an amount estimated at $2,779,696;
c. Authorize the County Administrative Officer or designee to sign all future HHAP-6 funding amendments on behalf of the County for continued funding from the California Department of Housing and Community Development for a term ending June 30, 2029; and
d. Authorize the County Administrative Officer or designee, to sign and execute a Memorandum of Understanding with San Benito County and the Coalition of Homeless Services Providers on the partners' key action plans/timeframes included in the regional grant submission for a term of August 29, 2025, to June 30, 2028, with an auto renewal clause and 120 day notice to terminate.

PASSED AND ADOPTED on this 26th day of August 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 August 26, 2025.

Dated: September 5, 2025
File ID: RES 25-129
Agenda Item No. 31

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

Margarita Hernandez, Deputy

Docusign Envelope ID: 3E5B6442-1192-4496-8258-C76044292800

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY OF MONTEREY, SAN BENITO COUNTY, AND THE COALITION OF HOMELESS SERVICES PROVIDERS (CHSP)

This Memorandum of Understanding ("MOU") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Monterey, the County of San Benito, political subdivisions of the State of California, and The Coalition of Homeless Services Providers, a public non-profit 501(C)(3) corporation (collectively, "PARTIES").

I. RECITALS

a. **WHEREAS** the County of Monterey is responsible for a range of activities relating to homelessness response within the county, managed through the County Administrative Office, Department of Social Services, Health Department, Behavioral Health Bureau, and Department of Housing and Community Development; and

b. **WHEREAS** San Benito County is responsible for a range of activities relating to homelessness response within the county, managed through the Health and Human Services Agency (HHSA); and

c. **WHEREAS** the Coalition of Homeless Services Providers (CHSP) is the lead entity responsible for coordinating the regional Continuum of Care (CoC) for Monterey and San Benito Counties (CA-506) and for convening the CoC Leadership Board and subcommittees; and

d. **WHEREAS** the CoC, County of Monterey, and San Benito County ("eligible applicants") are each recipient of Homeless Housing, Assistance and Prevention (HHAP) funding from the State of California, and per HSC section 50240(f), the Regionally Coordinated Homelessness Action Plan must be reflected in a Memorandum of Understanding (MOU) and submitted as part of the HHAP application; and

e. **WHEREAS** all eligible applicants adopted the Lead Me Home 5-Year Plan to Reduce Homelessness in Monterey and San Benito Counties (July 2021 to June 2026); and

f. **WHEREAS** the eligible applicants recognize that each entity has distinct responsibilities for addressing homelessness but also many overlapping and shared responsibilities; and

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g. **WHEREAS** the eligible applicants recognize that each entity receives and manages distinct funding sources that together support the strategies identified in the Lead Me Home Plan;

NOW IN CONSIDERATION OF THESE PREMISES, THE PARTIES AGREE AS FOLLOWS:

II. PURPOSE

The purpose of this MOU is to commit each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each of the eligible applicants in the region as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan and summarized below.

III. ROLES AND RESPONSIBILITIES OF ALL PARTIES

a. The signatories commit to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region, as described in Sections 3.a.1 through 3.1.4 in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

b. The signatories commit to the roles and responsibilities of each eligible applicant to implement Key Actions, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan, that directly contribute to improved system performance in alignment with California's System Performance Measures (CA SPM), including but not limited to:

i. Reducing the number of people experiencing unsheltered homelessness by expanding access to low-barrier interim housing and outreach services that prioritize engagement, connection to services, and rapid resolution strategies for those residing in encampments or places not meant for human habitation;
ii. Increasing the number of people exiting homelessness into permanent housing by enhancing housing-focused case management, leveraging housing navigation resources, and prioritizing access to permanent supportive housing, rapid re-housing, and other long-term housing placements with appropriate wraparound supports;
iii. Reducing first-time instances of homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, and

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hospitals, by developing and strengthening discharge coordination protocols, increasing access to diversion and prevention resources, and ensuring institutional partners are integrated into coordinated entry and housing referral systems.

c. The signatories commit to the Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

d. The signatories commit to the roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

IV. DURATION AND RENEWAL

The initial term of this MOU is August 29, 2025 to June 30, 2029. Except as provided in the TERMINATION section, this MOU shall renew automatically unless either party gives notification pursuant to TERMINATION section.

V. AMENDMENT/NOTICES

The MOU may be amended in writing by any of the signatories and is in effect upon the signature of all three eligible applicants. Notices shall be mailed, emailed, or delivered to HHAP administrators for eligible entities for:

a. CA-506 Salinas/Monterey, San Benito Counties Continuum of Care
b. County of Monterey
c. San Benito County

VI. TERMINATION

Any of the signatories may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

VII. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

Docusign Envelope ID: 3E5B6442-1192-4496-8258-C76044292800

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...
Deborah Paolinelli
Assistant County Administrative Officer
Date: 8/28/2025 | 4:58 PM PDT

Approved as to form:
By: DocuSigned by: Anne Brereton A46091E5DE63489...
Anne Brereton
Deputy County Counsel
Date: 8/28/2025 | 4:31 PM PDT

SAN BENITO COUNTY

By: Signed by: 2992E73B636A4E1...
Kollin Kosmicki
SBC Board of Supervisors, Chair
Date: 08/26/2025

Approved as to form:
By:
Irish Tapia
Deputy County Counsel
Date: 07/21/2025

COALITION OF HOMELESS SERVICES PROVIDERS

By: Signed by: Katrina Mckenzie 37A6ED8488E34AC...
Katrina McKenzie
Executive Director
Date: 8/28/2025 | 5:00 PM PDT

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 23, 2026

Enrique Arreola
San Benito County - San Benito County Health and Human Services
1111 San Felipe Road, Ste. 107
Hollister, California 95023
Email: earreola@sanbenitocountyca.gov

Roxanne Wilson
Monterey County - Monterey County Department of Social Services
168 W. Alisal Street, 3rd Floor
Salinas, California 93901
Email: wilsonr@countyofmonterey.gov

Katrina McKenzie
Salinas/Monterey, San Benito Counties CoC - Coalition of Homeless Services Providers
1123 Fremont Blvd, Suite D
Seaside, California 93933
Email: kmckenzie@chsp.org

RE: HHAP 6 Award Announcement – Monterey and San Benito Region
Regional Award Amount: $7,213,890.40

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (HCD) or otherwise notified by HCD staff.

Dear Monterey and San Benito Regional Partners:

The California Department of Housing and Community Development (HCD) is pleased to announce that theMonterey and San Benito region's Homeless Housing, Assistance, and Prevention Program Round 6 (HHAP 6) Regionally Coordinated Homelessness Action Plan is approved, and the region has been awarded a HHAP 6 award in the amount of $7,213,890.40.

Region:	Monterey and San Benito
Regional Partners:	Monterey County, San Benito County, Salinas/Monterey San Benito Counties CoC
HHAP Round 6 Regional Total:	$7,213,890.40
Individual Awards within the Region:	Monterey County is awarded $2,779,695.60. Salinas/Monterey San Benito Counties CoC is awarded $3,725,577.82.

	San Benito County is awarded $708,616.98.

Awardees are able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing. Upon disbursement, awardees may reimburse themselves for funding activities contained within the approved funding plans/budgets contained within the HHAP 6 applications back to the date of NOFA.

HCD intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you to discuss and confirm any documents needed. Congratulations on your successful application. For further information, please contact Nichole Zaragoza-Smith at nichole.zaragoza-smith@hcd.ca.gov or HPDhomelessnessgrants@hcd.ca.gov.

Sincerely,



Megan Kirkeby
Deputy Director, Housing Policy Development Division

Introduced: 4/3/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 10 to Standard Agreement A-14097 with LeSar Development Consultants to continue to provide the technical assistance required to complete the update to the County's Inclusionary Housing Ordinance, extend the term six months to December 31, 2026, increase the Agreement amount of $304,600 by $35,000 for a new not-to-exceed amount of $339,600, and update the Scope of Work; and
b. Authorize the County Purchasing Agent or their designee to execute Amendment No. 10 and one future amendment that does not significantly alter the scope of work or increase the approved Agreement amount, subject to review by County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 10 to Standard Agreement A-14097 with LeSar Development Consultants to extend the term of the agreement for six months to December 31, 2026 and increase the Agreement amount of $304,600 by $35,000 for a new not-to-exceed amount of $339,600; and
b. Authorize the County Purchasing Agent or their designee to execute Amendment No. 10 and one future amendment that does not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

SUMMARY:
The County of Monterey ("County") began the process of updating its Inclusionary Housing Ordinance ("Ordinance") in 2018. LeSar Development Consultants ("LeSar") was retained to provide the technical assistance and economic expertise to accomplish the Ordinance update. The original scope of the contract included exploring changes to the Inclusionary Housing program and potentially adding a non-residential housing impact fee.

This amendment would allow LeSar development to provide studies supporting updating housing impact fees that may be paid in-lieu of providing affordable housing without changing the Ordinance. Studies would ensure that the fees are justified, current and geographically appropriate. This effort would no longer consider a non-residential impact fee. HCD recommends this direction to resolve the in-lieu fee costs in the near term. Future updates to the Ordinance in connection with a more comprehensive affordable housing program strategy will be pursued seperately.

DISCUSSION:
Request for Proposals #10650 was issued in January 2018 to identify organizations with the appropriate mix of policy development, legal analysis, and economic modeling related to affordable housing. One proposal was received from LeSar in partnership with Keyser Marston Associates, Inc., and Goldfarb Lipman Attorneys.

In late 2018 the County entered into Agreement A-14097 with LeSar to coordinate updating the Inclusionary Housing Ordinance in the amount of $195,100. The Agreement has been amended seven times to extend the term of the Agreement to allow for scope expansion and to provide additional time for public comment.

In September 2022, Amendment No. 4 was approved to expand the scope of work by adding the task Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations based on the Keyser Marston Associates, Inc., report dated October 22, 2021, *Proposed Scope of Services to Prepare Revenue Estimate and Preliminary Cost Estimate: Nexus Study and Optional Services to Support Adoption of a New Non-Residential Affordable Housing Fee Program* (Commercial Linkage Fee). Amendment No. 4 also increased the Agreement amount by $64,500 for a new Agreement amount of $259,600. At its March 22, 2024 meeting, the Board Subcommittee on Health, Housing, and Human Services indicated that they were not supportive of adding a new development fee at that time.

This amendment is proposed to simplify the task to just updating the housing in-lieu fee. Other potential revisions to the Inclusionary Housing Program will be explored seperately.

OTHER AGENCY INVOLVEMENT:
Amendment No. 10 has been reviewed and approved by the Office of the County Counsel and the Auditor-Controller's Office, as to legal form and fiscal provisions, respectively.

FINANCING:
There is no impact on the General Fund if the Board of Supervisors approves this Amendment No. 10 to Standard Agreement A-14097. The additional $35,000 required for this Amendment brings the total amount of the Agreement to $339,600 and is included in the FY2025-26 budget for the Inclusionary Housing Fund, Fund 009, Unit 8544, Appropriation Unit HCD003. The current Inclusionary Housing Ordinance specifically allows for the use of in-lieu fee income to be used for administrative costs.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Completion of the Inclusionary Ordinance In-Lieu Fee Schedule will allow the program to assess and collect fees that reflect the current cost of affordable housing construction in the County.

__ Well Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
X Other: Administration

Prepared by: Kathy Nielsen, Management Analyst II, 755-4832
Reviewed by: Darby Marshall, Housing Programs Manager, 755-5391
Approved by: Craig W. Spencer, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Amendment No. 10
Attachment 2 - Executed Standard Agreement
Attachment 3 - Amendments Nos. 1-9

Introduced: 4/3/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve Amendment No. 10 to Standard Agreement A-14097 with LeSar Development Consultants to continue to provide the technical assistance required to complete the update to the County's Inclusionary Housing Ordinance, extend the term six months to December 31, 2026, increase the Agreement amount of $304,600 by $35,000 for a new not-to-exceed amount of $339,600, and update the Scope of Work; and
b. Authorize the County Purchasing Agent or their designee to execute Amendment No. 10 and one future amendment that does not significantly alter the scope of work or increase the approved Agreement amount, subject to review by County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Amendment No. 10 to Standard Agreement A-14097 with LeSar Development Consultants to extend the term of the agreement for six months to December 31, 2026 and increase the Agreement amount of $304,600 by $35,000 for a new not-to-exceed amount of $339,600; and
b. Authorize the County Purchasing Agent or their designee to execute Amendment No. 10 and one future amendment that does not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

SUMMARY:
The County of Monterey ("County") began the process of updating its Inclusionary Housing Ordinance ("Ordinance") in 2018. LeSar Development Consultants ("LeSar") was retained to provide the technical assistance and economic expertise to accomplish the Ordinance update. The original scope of the contract included exploring changes to the Inclusionary Housing program and potentially adding a non-residential housing impact fee.

This amendment would allow LeSar development to provide studies supporting updating housing impact fees that may be paid in-lieu of providing affordable housing without changing the Ordinance. Studies would ensure that the fees are justified, current and geographically appropriate. This effort would no longer consider a non-residential impact fee. HCD recommends this direction to resolve the in-lieu fee costs in the near term. Future updates to the Ordinance in connection with a more comprehensive affordable housing program strategy will be pursued seperately.

DISCUSSION:
Request for Proposals #10650 was issued in January 2018 to identify organizations with the appropriate mix of policy development, legal analysis, and economic modeling related to affordable housing. One proposal was received from LeSar in partnership with Keyser Marston Associates, Inc., and Goldfarb Lipman Attorneys.

In late 2018 the County entered into Agreement A-14097 with LeSar to coordinate updating the Inclusionary Housing Ordinance in the amount of $195,100. The Agreement has been amended seven times to extend the term of the Agreement to allow for scope expansion and to provide additional time for public comment.

In September 2022, Amendment No. 4 was approved to expand the scope of work by adding the task Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations based on the Keyser Marston Associates, Inc., report dated October 22, 2021, *Proposed Scope of Services to Prepare Revenue Estimate and Preliminary Cost Estimate: Nexus Study and Optional Services to Support Adoption of a New Non-Residential Affordable Housing Fee Program* (Commercial Linkage Fee). Amendment No. 4 also increased the Agreement amount by $64,500 for a new Agreement amount of $259,600. At its March 22, 2024 meeting, the Board Subcommittee on Health, Housing, and Human Services indicated that they were not supportive of adding a new development fee at that time.

This amendment is proposed to simplify the task to just updating the housing in-lieu fee. Other potential revisions to the Inclusionary Housing Program will be explored seperately.

OTHER AGENCY INVOLVEMENT:
Amendment No. 10 has been reviewed and approved by the Office of the County Counsel and the Auditor-Controller's Office, as to legal form and fiscal provisions, respectively.

FINANCING:
There is no impact on the General Fund if the Board of Supervisors approves this Amendment No. 10 to Standard Agreement A-14097. The additional $35,000 required for this Amendment brings the total amount of the Agreement to $339,600 and is included in the FY2025-26 budget for the Inclusionary Housing Fund, Fund 009, Unit 8544, Appropriation Unit HCD003. The current Inclusionary Housing Ordinance specifically allows for the use of in-lieu fee income to be used for administrative costs.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Completion of the Inclusionary Ordinance In-Lieu Fee Schedule will allow the program to assess and collect fees that reflect the current cost of affordable housing construction in the County.

__ Well Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
__ Safe and Resilient Communities
__ Diverse and Thriving Economy
X Other: Administration

Prepared by: Kathy Nielsen, Management Analyst II, 755-4832
Reviewed by: Darby Marshall, Housing Programs Manager, 755-5391
Approved by: Craig W. Spencer, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Amendment No. 10
Attachment 2 - Executed Standard Agreement
Attachment 3 - Amendments Nos. 1-9

Attachment 1

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Attachment 1

Draft Amendment No. 10 to
Standard Agreement A-14097 with
LeSar Development Consultants

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AMENDMENT NO. 10
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS

THIS AMENDMENT NO. 10 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California ("County") and LeSar Development Consultants ("CONTRACTOR"), a California Corporation, is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 ("Agreement") to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual ("Project") through February 29, 2020, for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 ("Amendment No. 1"), January 13, 2021 ("Amendment No. 2"), and November 4, 2021 ("Amendment No. 3") to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 ("Amendment No. 4" – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by $64,590 for a new not-to-exceed amount of $259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 ("Amendment No. 5"), November 17, 2023 ("Amendment No. 6"), and June 6, 2024 ("Amendment No. 7") to extend the term of the Agreement without change to the not-to-exceed amount of $259,600;

WHEREAS, the Agreement was amended by the Parties on April 18, 2025 ("Amendment No. 8" – Exhibit A-3) to expand the Scope of Work, increase the Agreement amount by $45,000 for a new not-to-exceed amount of $304,600, extend the term end date six months to December 31, 2025, and update the Agreement's provisions;

WHEREAS, the Agreement was amended by the Parties on November 21, 2025 ("Amendment No. 9") to extend the term approximately six (6) months to June 30, 2026, with no change to the Agreement amount of $304,600;

WHEREAS, additional time and funding are necessary to update the financial analysis with the recommended affordability levels and analyze the workforce income level requirements in the 2010 Inland General plan;

WHEREAS, the Agreement's Scope of Work requires expansion to include the additional task "Coordination and Review of Subconsultant's Work;" and

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WHEREAS, the Parties wish to further amend the Agreement to expand the Scope of Work, extend the term six (6) months to December 31, 2026, and increase the Agreement amount of $304,600 by $35,000, for a new not-to-exceed amount of $339,600.

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

1. Amend Section 2.0, "Payment Provisions," second sentence to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $339,600.

2. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

   The term of this Agreement is from September 11, 2018, to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.0, "Scope of Services and Additional Provisions," to add Exhibit A.4.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 10 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: N/A
Craig W. Spencer, Director (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
Signed by:
3E99DC83C1E0402...
Reed Gallogly, Deputy County Counsel

Date: 4/2/2026

Approved as to Fiscal Provisions[2]

By: _____
DocuSigned by:
Andrea Valentine
2583AC99B91E44C...
Auditor/Controller

Date: 4/2/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date: _____

LESAR DEVELOPMENT CONSULTANTS

By: _____
DocuSigned by:
Richard Valdez
5AA9C0ABD53D4D8...
(Chair, President or Vice President) *

Richard Valdez, Chief Operations Officer
Name and Title

Date: 4/1/2026

By: _____
DocuSigned by:
Jennifer Lesar
96ACDB63E4C2426...
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Jennifer LeSar, President & CEO
Name and Title

Date: 4/1/2026

County Board of Supervisors' Agreement Number: A-14097 approved on August 28, 2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

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March 3, 2026

Darby Marshall
Darby Marshall, Housing Program Manager
Monterey County

RE: Affordable Housing Services Related to In-Lieu Fees

Dear Mr. Darby Marshall,

It was a pleasure meeting with you on February 19, 2026, to discuss how the LeSar Development Consultants (LeSar) team can continue to assist the County of Monterey (County) with its housing efforts. LeSar's total remaining contract budget to date (including the January 2026 invoice of $107.50) is $42,426.25. LeSar is now pleased to provide you with a proposal for your review for a total not to exceed cost of $35,000 ($16,500 for LeSar and $18,500 for KMA) for affordable housing services related to in-lieu fees. LeSar's proposal incorporates KMA's services (enclosed as Attachment A). The LeSar team is anticipating completion of the scope of work by July 31, 2026.

PROPOSED SCOPE OF WORK

Task 1: Coordination and Review of Sub Consultant Work

LeSar will provide consultant oversight and project management services to support the successful delivery of services performed by subconsultant KMA (enclosed as Attachment A) for Monterey County. In this role, LeSar will monitor KMA's progress, proactively identify and address any potential delays, and confirm that all interim and final deliverables meet expectations. LeSar will also coordinate and manage communications with the County to ensure clarity, consistency, and alignment with County expectations throughout the duration of the project. As part of its oversight responsibilities, LeSar will review KMA's draft work products prior to submittal to Monterey County and provide clear, consolidated feedback for KMA to address, as necessary. This review process is intended to ensure that deliverables are complete, responsive to project requirements, and of professional quality before being transmitted to the County for formal review. LeSar will work closely with KMA to confirm that all comments are satisfactorily incorporated prior to release.

Task 1 Deliverables:

- Ongoing monitoring of KMA's progress, including periodic status updates, identification of risks or delays, and documentation of corrective actions to ensure deliverables are completed by July 31, 2026

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- Comments on KMA's draft work products prior to submittal to Monterey County, as needed
- Response to one set of consolidated comments from the County on draft deliverables
- Virtual meetings with County staff and LeSar, as needed

Task 1 Assumptions:

- LeSar/County contract is executed prior to the end of March 2026
- County comments on draft deliverables are shared with LeSar within one week
- Requested County data is provided within one week of contract execution

Sincerely,

Danny Serrano
Senior Associate
LeSar Development Consultants

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KEYSER MARSTON ASSOCIATES

February 20, 2026

Daniel Serrano, AICP
Senior Associate, Housing Team
LeSar Development Consultants
845 15th Street, Suite 103
San Diego, California 92101

Re: Updated Inclusionary Housing In-Lieu Fee Analysis

Dear Mr. Serrano:

In 2019 Keyser Marston Associates, Inc. (KMA) prepared a financial evaluation of the County of Monterey (County) Inclusionary Housing Ordinance. The 2019 analysis included affordability gap estimates that were used to identify the supportable in-lieu fees based on the Inclusionary Housing requirements supported by the financial evaluation.

In 2022 prepared an analysis to update the in-lieu fees derived from the 2019 financial evaluation. In 2023 KMA created an interactive model for the County to use in updating the in-lieu fee schedule each year. The interactive model was updated again in 2024.

PROPOSED SCOPE OF SERVICES

At this time, KMA is proposing to undertake the following two-phased scope of services:

Phase 1

1. Update the data used in the in-lieu fee analysis.

2. Compile data for single family home sales occurring during the past three years throughout the 11 subareas in unincorporated Monterey County. This information will be provided to County staff for re-allocation to the seven subareas that were utilized in the previous studies completed by KMA.

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3. Prepare analyses to estimate the in-lieu fees associated with the affordability gaps for single family home developments utilizing the income and affordability requirements identified below. The in-lieu fees will be presented on both a per square foot of saleable area and a per unit developed in the project basis:

    a. A 6% very low income, 6% low income, and 8% moderate income requirement; and

    b. A separate analysis of the in-lieu fee associated with a 5% Workforce I requirement.

4. Prepare a memorandum that summarizes the results of the updated in-lieu fee analysis.

Phase 2

KMA will update the interactive in-lieu fee model to:

1. Apply a 6%/6%/8% Inclusionary Housing requirement;

2. Create a 5% Workforce I Inclusionary Housing requirement; and

3. Disaggregate HOA fees from other ongoing housing expenses in each alternative.

TIMING

KMA proposes to complete the proposed scope of services under the following timeline:

Phase 1

1. KMA will provide home sales data to County staff within one week following receipt of an executed sub-contract from LeSar Development Consultants.

2. KMA will submit a draft in-lieu fee analysis and supporting memorandum to LeSar Development Consultants within three weeks following receipt of the County staff's allocation of the home sales data to the seven subareas.

3. KMA will provide a final draft in-lieu analysis for submission to the County within one week following receipt of LeSar Development Consultants comments.

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4. KMA will provide a final report, based on the County's comments, within one week following receipt of the County's comments.

Phase 2

1. KMA will commence work on the interactive in-lieu fee model one week after the County Board of Supervisors determines whether to base the in-lieu fee on the square feet of saleable area or per unit being developed in the project.

2. KMA will submit a draft interactive in-lieu fee model, in a PDF format, to LeSar Development Consultants within two weeks following the commencement of work.

3. KMA will submit a final draft interactive in-lieu fee model, in a PDF format, to LDC within one week following receipt of LeSar Development Consultants comments.

4. Upon receipt of authorization from LDC, KMA will provide a final draft interactive in-lieu fee model directly to the County.

5. KMA will finalize the interactive in-lieu fee model within one week following receipt of the County's comments.

BUDGET

1. The Phase 1 scope of services will be provided on a time-billed basis with a not to exceed budget of $13,500.

2. The Phase 2 scope of service will be provided on a time-billed basis with a not to exceed budget of $5,000.

The proposed budget includes up to four virtual meetings with County and/or LDC staff and one virtual meeting with the County Board of Supervisors. If the scope of services changes materially, and/or any in-person meetings are requested, the budget will need to be adjusted accordingly.

The KMA billing rate schedule that will be applied to this engagement is presented in the table on the following page:

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ATTACHMENT A

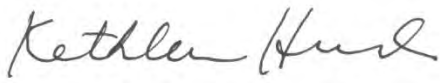
KMA Billing Rate Schedule (October 1, 2025 – September 30, 2026)	
Chairman, President, Managing Principals*	$305.00
Senior Principals*	$295.00
Managers*	$245.00
Senior Associates	$205.00
Associates	$185.00
Technical Staff	$105.00
Administrative Staff	$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

KMA appreciates the opportunity to submit this proposal. Please do not hesitate to contact me if this proposal can be modified to better meet the County's needs.

Sincerely,

KEYSER MARSTON ASSOCIATES, INC.



Kathleen Head

Attachment 2

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ATTACHMENT 2

Executed Standard Agreement A-14097
with LeSar Development Corporation

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COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
LeSar Development Consultants ,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Draft Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual as outlined in RFP #10650 and the LeSar Development Consultants proposal submitted in response to RFP #10650.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 195,100.00 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from August 28, 2018 to February 29, 2020 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit A.1 Detailed Scope of Services and Payment Schedule
Exhibit B RFP #10650
Exhibit C LeSar Development Consultants Proposal Sumitted in Response to RFP #10650

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5.0 PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall 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 CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

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state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Darby Marshall, Redevelopment & Housing Analyst II	Jennifer LeSar, CEO
Name and Title	Name and Title
1441 Schilling Place - North Salinas, CA 93901 marshalld@co.monterey.ca.us	404 Euclid Avenue, Suite 212 San Diego, CA 92114 ops@lesardevelopment.com
Address	Address
831.755-7391	619.236-0612
Phone	Phone

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15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

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15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

----------*This section left blank intentionally*----------

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____ Contracts/Purchasing Officer	LeSar Development Consultants Contractor's Business Name*
Date: 9-1-18	By: Catherine A Romanes (Signature of Chair, President, or Vice-President)*
By: _____ Department Head (if applicable)	Catherine Romanes, Director of Operations Name and Title
Date: _____	Date: 7/17/2018
By: _____ Board of Supervisors (if applicable)	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: _____	_____ Name and Title
Approved as to Form[1]	Date: _____
By: _____ County Counsel	
Date: 7-23-18	
Approved as to Fiscal Provisions[2]	
By: _____ Auditor/Controller	
Date: 7/23/18	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT-A

CAO - Intergovernmental and Legislative Affairs, hereinafter referred to as "County"
AND
LeSar Development Consultants, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A) SCOPE OF SERVICES

1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in Section 2 – Proposed Scope of Work contained in the CONTRACTOR's proposal submitted in response to RFP #10650.

2. CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated on Exhibit-A.1, attached.

3. All written reports required under this Agreement must be delivered to Darby Marshall, County's Contract Manager, in accordance with the schedule shown in the attached Exhibit-A.1.

B) PAYMENT PROVISIONS

1. COMPENSATION/ PAYMENT
   i) County shall pay an amount not to exceed $195,100 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the completion of Phases and deliverables as indicated in Exhibit-A.1, attached.

   ii) CONTRACTOR may request up to $8,000 for reimbursable expenses including exclusively travel expenses, translation services, printing costs and parking costs. If CONTRACTOR wishes to request reimbursement for an expense not listed, they must obtain written approval from the County's Contract Manager prior to incurring the cost (email shall be sufficient evidence of County approval). County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

   iii) CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.

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iv) Retention: County shall withhold ten percent (10%) from each payment until the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement are approved by the Board of Supervisors.

v) Retention shall be paid within 30-days of the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement being approved by the Board of Supervisors.

2. CONTRACTORS BILLING PROCEDURES

i) NOTE: Payment may be based upon satisfactory acceptance of each deliverable, as summarized in Table 1:

Table 1

Project Element	Invoice Date	Invoice Amount	Retention
5.0 - Project Initiation	10/1/2018	$5,520	$552
5.2 - Review of Existing Ordinance	10/1/2018	$3,605	$361
5.3 - Examination of Data	11/1/2018	$27,545	$2,755
5.4 - Affordable Housing Nexus Studies	12/1/2018	$36,855	$3,686
5.5 - Conclusions & Recommendation	7/1/119	$41,745	$4,175
5.6 - Citizen Participation & Outreach	5/1/2019	$22,060	$2,206
5.6.2.a - Up to two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	7/1/2019	$3,660 per meeting	$366 per meeting
5.6.3 - Housing Advisory Committee meeting at a kick-off	10/1/2018	$4,560	$456
5.6.4 - Board of Supervisors meeting as a kick-off	10/1/2018	$7,920	$792
5.7 - Board of Supervisors, Planning Commission & Housing Advisory Committee	10/1/2019	$29,970	$2,997
Reimbursable Expenses – Billed on the first of month following expenditure		$8,000	
Total Not to Exceed		$195,100	$19,510

ii) County and CONTRACTOR must agree in writing that the additional community outreach meetings described in Project element 5.6.2.a are necessary and the objective for each additional community outreach meeting before the meeting is scheduled.

iii) County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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iv) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

v) County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

vi) DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Attachment 3

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ATTACHMENT 3

Amendments Nos. 1 - 9 to A-14097 with
LeSar Development Consultants

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AMENDMENT # 1
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE

THIS AMENDMENT #2 is entered into this FEBRUARY 20, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 shall be deleted and replaced in its entirety as follows:

> The term of this Agreement is from August 28, 2018 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

DocuSign Envelope ID: 5CB86DA2-EE8B-4CED-9306-AD2FFC8FC2F5

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

By: _____
Jennifer LeSar,
Chief Executive Officer

Date: 2/5/2020

COUNTY OF MONTEREY

By: _____
Michael Derr
Contracts/Purchasing Officer

Date: 2/20/2020

Approved as to form and legality

By: _____
Robert Brayer, Deputy County Counsel

Date: 2-11-20

Reviewed as to fiscal provisions:

By: _____
~~Gary Giboney, Chief Deputy~~ Auditor Controller
Auditor Assistant

Date: 2/13/2020

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed $195,100. to provide the technical assistance required to update the County's Affordable Housing Ordinance; and

b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-735

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

Joel G. Pablo, Deputy

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AMENDMENT # 2
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S AFFORDABLE HOSUING ORDINANCE

THIS AMENDMENT #2 is entered into this 1/13/2021 | 3:21 PM PST, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

> The term of this Agreement is from August 28, 2018 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

DocuSign Envelope ID: 5CB86DA2-EE8B-4CED-9306-AD2FFC8FC2F5

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
96ACD963512B425...
Jennifer LeSar,
Chief Executive Officer

Date: 12/3/2020 | 10:45 AM PST

COUNTY OF MONTEREY

DocuSigned by:
By: Michael R. Derr
367942E6F649429...
Michael Derr
Contracts/Purchasing Officer

Date: 1/13/2021 | 3:21 PM PST

Approved as to form and legality

DocuSigned by:
By: Robert I. Brayer, Deputy County Counsel
364F848459FD4C8...
Robert Brayer, Deputy County Counsel

Date: 12/3/2020 | 11:43 AM PST

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Gary Giboney, Chief Deputy Auditor Controller

Date: 12/3/2020 | 11:46 AM PST

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AMENDMENT #3
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S AFFORDABLE HOSUING ORDINANCE

THIS AMENDMENT #3 is entered into this 1st day of November 2021 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2020 by Amendment #1;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2021 by Amendment #2;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

> The term of this Agreement is from August 28, 2018 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

DocuSign Envelope ID: E465494A-8D21-4035-8530-25BD898EE816

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
96ACD963512B425...
Jennifer LeSar,
Chief Executive Officer

Date: 11/2/2021

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
7B741937AA0D41B...
Debra R. Wilson, PhD
Acting Contracts/Purchasing Officer

Date: 11/4/2021

Approved as to form and legality

DocuSigned by:
By: Kristi Markey
C21D52A9D63041C...
Kristi Marky, Deputy County Counsel

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
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Auditor-Controller's Office

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14097; Amendment No. 4
a. Consider approving Amendment Number 4 to Agreement No. A-14097 with LeSar Development Consultants to increase the maximum not to exceed amount by $64,590 for a new not to exceed amount of $259,600.00 to provide additional technical assistance to prepare a non-residential linkage fee analysis and recommendations in support of updating the County's Inclusionary Housing Ordinance; and
b. Authorize the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement

PASSED AND ADOPTED on this 24th day of May 2022, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 24, 2022.

Dated: May 27, 2022
File ID: 22-408
Agenda Item No.: 44

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

Julian Lorenzana, Deputy

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AMENDMENT No. 4
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO UPDATE THE COUNTY'S INCLUSIONARY HOUSING ORDINANCE

THIS AMENDMENT No. 4 is entered into this 9/1/2022 by and between the County of Monterey (County) and LeSar Development Corporation (CONTRACTOR).

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 (Agreement) between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance, which is codified at Chapter 18.40 of the Monterey County Code;

WHEREAS, the term of the Agreement was originally August 28, 2018 through February 29, 2020;

WHEREAS, the term of the Agreement was extended through December 31, 2020 by Amendment No. 1;

WHEREAS, the term of the Agreement was extended through December 31, 2021 by Amendment No. 2;

WHEREAS, the term the Agreement was extended through December 31, 2022 by Amendment No. 3;

WHEREAS, the County and Contractor want to expand the scope of work to include the preparation of a Commercial and Industrial Linkage Fee;

WHEREAS, the County and Contractor wish to increase the maximum amount of the Agreement to include the costs associated with preparing the necessary nexus study that could support the adoption of a new non-residential linkage fee.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 2.01 of the Agreement shall be deleted and replaced in its entirety as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A.2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $**259,600.**

II. Exhibit A.2 – Detailed Scope of Work and Payment Schedule which amends the former Exhibit A.1 by adding task: Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations.

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The Non-Residential Linkage Fee Analysis shall be prepared as more fully described in Keyser Marston Associates October 22, 2021, Proposed Scope of Services to Prepare Revenue Estimate and Preliminary Cost Estimate: Nexus Study and Optional Services to Support Adoption of a New Non-Residential Affordable Housing Fee Program (Commercial Linkage Fee).

The Keyser Marston Associates proposal shall be incorporated as Exhibit D of this Agreement.

III. All other terms and conditions of the Agreement remain unchanged.

IV. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar
BAA590FD8330446...
Jennifer LeSar,
Chief Executive Officer

Date: 4/20/2022

COUNTY OF MONTEREY

DocuSigned by:
By: Angelica Ruelas
4D7C7B7E2E9E4E1...
Contracts/Purchasing Officer

Date: 9/1/2022

Approved as to form and legality

DocuSigned by:
By: Kristi Markey 4/20/2022
C21D52A9D930410...
Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:

DocuSigned by:
By: Burcu Mousa 4/26/2022
C81C3325638B474...
Auditor-Controller's Office

Exhibit A – Scope of Services / Payment Provisions
Exhibit A.2 – Detailed Scope of Work and Payment Schedule
Exhibit B – RFP #10650 for Inclusionary Housing Ordinance
Exhibit C – LeSar Development Consultants Response to RFP #10650
Exhibit D – Keyser Marston Associates Proposed Scope of Services to Prepare Revenue Estimate

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RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

FOR

LeSAR DEVELOPMENT CONSULTANTS

Dated as of: December 16, 2016

The undersigned, being the sole member of the Board of Directors of LeSAR DEVELOPMENT CONSULTANTS, a corporation organized under the General Corporation Law of California, does hereby consent to take the following actions and adopt the following resolutions without a formal meeting:

RESOLVED, that Jennifer LeSar is hereby authorized and approved to grant signing authority and authority to conduct business to Catherine A. Romanas, Director of Operations. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts, obligations, certifications, and other instruments entered into by this Corporation.

The undersigned hereby certifies that this resolution is now in full force and effect without modification or rescission.

This consent is executed pursuant to Section 307(b) of the CORPORATIONS CODE of the State of California, and Section 13 of Article III of the Bylaws of this corporation, which authorize the taking of action by the Board of Directors by written consent without a meeting.

Dated as of: December 16, 2016

Jennifer LeSar

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Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	Maximum Billable
5	Contract Approval by Board of Supervisors	7/24/2018			$5,520
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018			
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018			
5.2	Review of Current Ordinance				$3,605
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	*2/5/2019*		
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	*2/5/2019*		
5.3	Examination of Data				$27,545
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	*2/5/2019*		
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	*2/5/2019*		
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	*2/5/2019*		
5.4	Affordable Housing Nexus Studies				
5.4.1	Methodology and assumptions	11/21/2018			
5.4.2	Economic analysis (*aka Affordable Housinjg Nexus Study*)	11/21/2018	*2/5/2019*		$36,855
5.4.2.1	Commercial & Industrial Linkage Fee Analysis & Recommendations			8/31/2022	$64,590
5.4.3	Identification of impacts	11/21/2018			
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	*2/5/2019*		
5.4.5	Administration draft review prior to public draft	11/21/2018			
5.5	Conclusions and Recommendations				$41,745
5.5.1	Identify incentives and alternatives	4/11/2019	*9/4/2020*		
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	*9/4/2020*		
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	*9/4/2020*		
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	*9/4/2020*		
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	*9/4/2020*		
5.6	Citizen Participation & Outreach				$41,770
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	*10/8/2020*		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*10/16/2020*		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*		
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	6/9/2019	*TBD*		

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Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	Maximum Billable
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018			
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	*2/5/2019*		
5.6.4.1.a	*Board of Supervisors Meeting for Policy Direction (staff report & attachments due for internal review)*		*6/5/2020*		
5.6.4.1.b	*Board of Supervisors Meeting for Policy Direction (staff review comments due)*		*6/19/2020*		
5.6.4.1.b	*Board of Supervisors Meeting for Policy Direction (County staff only)*		*7/7/2020*		
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019			
5.7	Board of Supervisors, Planning Commission & Housing Advisory Committee				$29,970
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	*Delete*		
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	*12/9/2020*		
5.7.3.1	Affordable Housing Nexus Study Presented to BoS		2/5/2019		
5.7.3.a	*Planning Commission Staff Report and Documents Due*		*1/6/2021*		
5.7.3.b	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	*1/20/2021*		
5.7.4.b	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	*3/2/2021*		
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing			
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing			
5.8	Deliverables				
5.8.1.1	Plan for Public Participation	9/10/2018			
5.8.1.2.a	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	*11/2/2020*		
5.8.1.2.b	*Staff Comments on Admin. Draft Ordinance and Admin. Manual Due*		*11/9/2020*		
5.8.1.3	Intentinally Left Blank				
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manaul	7/1/2019	*11/20/2020*		
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	*12/18/2020*		
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019			
5.9	Other Expenses				$8,000

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Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	Maximum Billable
	Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)				
	Total Amount Payable Under Agreement				$259,600

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LESAR DEVELOPMENT CONSULTANTS

Memorandum

To: Erik Lundquist and Darby Marshall, County of Monterey

From: Farzad Mashhood and Craig Adelman, LeSar Development Consultants

Date: January 6, 2022

Re: Monterey County Inclusionary Housing Ordinance Update Scope of Work Change

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This memo details a recommended change to LeSar Development Consultants' scope of work with Monterey County to provide technical assistance to update the county's inclusionary housing ordinance. The county first engaged LeSar in August 2018. LeSar and its consultant team of Keyser Marston Associates (KMA) and Goldfarb & Lipman LLP (GL) completed the initial review and analysis of the county's inclusionary ordinance in 2019. Various matters delayed the County's continued engagement until June 2021. Since Monterey County reengaged LeSar to move forward with stakeholder and community outreach as part of its Inclusionary Housing Ordinance update process, County leadership have also determined a desire to examine the potential for a nonresidential linkage fee. LeSar has prepared this memo to detail the additional work and contract amendments needed for a nonresidential nexus fee study.

KMA will lead the effort to study a nonresidential linkage fee. KMA's cost estimate for the nonresidential fee study is attached. While the estimate does not include expected costs for public meetings, presentations, and other meetings associated with the adoption process, we believe the existing budget has sufficient funds to cover these potential costs. The estimate also does not include a community engagement process for the nexus study, which the County staff are not requesting.

Therefore, we propose amending the county's contract with LeSar to include the following task and budget, based on KMA's cost estimate:

Task	Description	Cost
5.8 Nonresidential nexus study (including additional analyses to support fee recommendations)	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	$64,500

Moreover, LeSar and county staff have created a stakeholder and community outreach strategy, detailed in the November 2021 document entitled "Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update," attached to this memo. LeSar has determined the existing contract has adequate funding for the revised outreach strategy for the inclusionary housing ordinance update. This community engagement is specific to the inclusionary housing ordinance update; as noted earlier, the nonresidential nexus study will not include a community engagement process.

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PRELIMINARY COST ESTIMATE
NEXUS STUDY AND OPTIONAL SERVICES TO SUPPORT ADOPTION OF A NEW NON-RESIDENTIAL AFFORDABLE HOUSING FEE PROGRAM (COMMERCIAL LINKAGE FEE)
KEYSER MARSTON ASSOCIATES, INC.

TASK / DELIVERABLE	DESCRIPTION	COST ESTIMATE
A. Non-Residential Nexus Study		
1. Project Initiation	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	$4,000
2. Building Type Selection & Market Context		$6,000
3. Nexus Analysis		$15,000
4. Affordability Gap and Maximum Fees		$4,000
5. Nexus Report		$8,000
Total Nexus Study		**$37,000**
B. Optional Analyses to Support Fee Recommendations		
1. Commercial Linkage Fees in other jurisdictions	Provide information on other commercial linkage fee programs, with a focus on nearby and comparable jurisdictions.	$3,000
2. Total Development Costs	Estimate total development costs for various non-residential project types and estimate the impact fees at a range of levels would have on project costs to assist in understanding the likelihood that fees will influence development decisions.	$12,000
3. Stakeholder interviews	Interview commercial developers to provide context regarding commercial development conditions and prepare a summary of feedback.	$4,000
4. Total Fees and Permits Comparison	Identify total impact fees for a range of new non-residential development types in the unincorporated County and in selected comparison communities.	$8,500
5. Public meetings, presentations, and other adoption process support		TBD
Total Optional Services		**$27,500**
C. Grand Total with all Optional Services		**$64,500**

Note: estimate is preliminary and subject to refinement as the project scope is further defined.

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LESAR DEVELOPMENT CONSULTANTS

Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update

November 2021

LeSar Development Consultants (LDC) is pleased to provide this revised overview of our proposed approach for engaging and receiving feedback from the Monterey County community on the County's proposed updates to its Inclusionary Housing Ordinance (IHO). This overview compiles with the County Staff's request to shorten the timeline by one month and complete community outreach by March 2022.

Outreach Goals

To engage the Monterey County community effectively as possible on proposed changes to the IHO, which applies in unincorporated areas only, LDC is leading a primarily online engagement process. The goal of the outreach will be to engage community members on the current IHO and proposed changes to it. The Board of Supervisors selected the "Involve" level of community engagement, in which the County's Community Engagement Guide explains invites the public into the process, often from the beginning, and is provided multiple opportunities for input. The community is not the ultimate decision maker and "there is no expectation of building consensus or providing the public with any sort of high-level influence over the decision."[1]

To reach a broad population, LDC is recommending a series of outreach activities, including meetings with individual stakeholder groups, video and written material explaining the current IHO and proposed changes to it, an online survey to receive community feedback, online community meetings held at different times of day, and one in-person outreach meeting.

Desired Outcomes

- Reach a broad and representative population of Monterey County residents interested in providing feedback on proposed updates to the County's IHO
- Build on collaborative relationships with community stakeholders interested in the County's IHO
- Engagement on County housing needs and the role of the IHO in meeting those needs
- Educating and informing the Monterey County community on IHO and other housing issues

Approach Summary

LDC is proposing a multi-faceted outreach strategy that exceeds the minimum outreach requirements with innovative tools and technology, key stakeholder briefings, and partnership with Board of Supervisor offices. This approach ensures a wide range of available public meetings to provide feedback, but also opportunities for those who are not able to attend such meetings to give feedback. By providing access to an online survey, recorded presentation about the proposed changes to the IHO, and other materials, this outreach approach ensures community members can provide their input without the need to attend a scheduled meeting.

[1] County Community Engagement Guide, http://monterey.legistar.com/gateway.aspx?M=F&ID=66bdeb6a-cd52-4178-9e0c-8bdd7caa77f0.pdf

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Online and in-person public meetings will include opportunities for residents from each Supervisorial district to meet in breakout sessions and provide feedback. Key stakeholders, moreover, will be engaged in one-on-one meetings. This plan also leverages the community connections of Board offices by inviting those elected officials to share invitations to public meetings and the survey.

October – December 2021: Develop survey, video, content for presentation, reach out to stakeholders to schedule one-on-one meetings

December 2021 – January 2022: Hold one on one meetings with stakeholders, county/board offices post survey, schedule for outreach meetings, etc.

February 2022 – March 2022: Hold 5 community outreach meetings

April 2022: Summarize and deliver outreach feedback

Approach Detail

1. **Develop outreach materials**
   LDC will develop different outreach materials for County staff to make publicly available. This will include the following materials:
   - 5- to 10-minute presentation on key community information and the proposed changes to the IHO, encouraging viewers to provide feedback through the survey
   - Survey soliciting input on the proposed changes to IHO
   - Flyer with overview of IHO and proposed changes and dates for community meetings to give feedback

   The presentation will be recorded as a video in both English and Spanish. It can be posted on the County website and other online channels, with a link to the survey included. The flyer will also direct people to the video presentation and survey. These materials will be developed in the early stages of this scope of work to ensure their wide availability well before community meetings are conducted in the following calendar year.

2. **Reach out to key stakeholders**
   LDC will reach out to County-identified stakeholders to provide an overview of proposed changes to the IHO, answer questions, and accept feedback. In these targeted conversations, stakeholders will also be able to provide feedback and support for the outreach process, so it is appropriately responsive to their constituents. LDC will also provide outreach materials to Board of Supervisors offices and invite those elected officials to reach out to their constituents. Supervisors will have close connections to each of their districts and can provide a key avenue to reaching community members, for example through newsletters or other mailings provided to constituents.

3. **Conduct community outreach meetings**
   LDC will schedule five community outreach meetings from February and March 2022. The dates will include one in-person event, one event on a Saturday, two events on weeknights, and two events on weekdays during business hours. These availabilities will be spread out throughout the two-month period to ensure a wide range of possible times community members may attend such meetings. Moreover, by having had access to a video presentation and online survey, many community members will likely already have provided their valuable feedback. The community meetings will include plenary sessions with a presentation on key community information and proposed changes to the IHO.

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The meetings may include breakout sessions to allow for smaller group discussion and feedback, including by Supervisorial district.

4. **Summarize outreach feedback**
   LDC will review input from the stakeholder meetings, online survey, and five community meetings and provide a summary of key input. They survey will remain available throughout the outreach process, from December to March. Detailed survey results and notes from stakeholder interviews and community meetings will be provided as well.

Implementation Work Plan

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
1	**Develop outreach materials**				
	a. Create list of stakeholders and draft initial outreach email	LDC/County staff	11/10/21		
	b. Draft survey questions	LDC	12/1/21		Survey will be delivered primarily online but will be able available in a printable format as well
	c. Draft 5- to 10-minute presentation about proposed IHO changes and record video	LDC	Presentation draft: 12/1/21 Presentation finalized: 12/29/21 Presentation recorded: 1/10/22		Presentation and video will be available in English and Spanish
	d. Schedule five outreach meetings, including at least one in person, one on a Saturday, two on weeknights, and two on weekdays during business hours.	LDC/County staff	12/15/21		LDC will work with County staff to identify need and capacity for Spanish interpretation
	e. Outreach flyer	LDC	Draft: 12/29/21 Final flier: 1/10/22	Flyer content dependent on approved presentation content	Material will be available in English and Spanish
	f. Post outreach meeting information, video presentation, and	County staff	1/12/22		

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#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
	online survey on county websites				
2	**Reach out to key stakeholders**				
	a. Invite selected stakeholder groups, identified by County staff, to one-on-one meetings with LDC/County staff to discuss proposed IHO changes and outreach method	LDC/County staff	11/17/21		Organizations already identified include Monterey Bay Economic Partnership, LandWatch, and others
	b. Invite Board offices to share information with constituents through regular newsletters, mailers, etc.	LDC/Board offices	1/12/22	Outreach dependent on Board office action	Make materials, including survey, available as printable PDFs so Board offices may choose to mail printed materials.
	c. Meet with selected stakeholder groups for 30-minute one-on-one sessions	LDC/County staff	1/21/22		Plan to hold stakeholder meetings in December with January reserved for overflow if unable to schedule in December.
3	**Conduct community outreach meetings**				
	a. Develop outreach meeting content	LDC	1/31/22		Content will be based on video presentation
	b. Hold 5 outreach meetings	LDC/County staff	3/31/22	Meeting dates TBD	Possible breakout sessions for each Sup. district. Aim to include one in-person meeting as

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#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
					well as one weekend day, two weekdays, and two weeknights.
4	**Summarize outreach feedback**				
	a. Summarize feedback from the stakeholder interviews	LDC	2/16/22		
	b. Summarize feedback from survey responses	LDC	4/13/22		
	c. Summarize feedback from community meetings	LDC	4/13/22		

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AMENDMENT NO. 5 TO
STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION

THIS AMENDMENT NO. 5 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California ("County"), and LeSar Development Corporation ("CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County's Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended on February 20, 2020 ("Amendment No. 1") to extend the term for eight (8) months to December 31, 2020;

WHEREAS, the Agreement was amended on January 13, 2021 ("Amendment No. 2") to extend the term for one (1) year to December 31, 2021;

WHEREAS, the Agreement was amended on November 4, 2021 ("Amendment No. 3") to extend the term for one (1) year to December 31, 2022;

WHEREAS, the Agreement was amended on September 1, 2022 ("Amendment No. 4," including Exhibit A.2 – Scope of Services) to expand the original scope of the Agreement to add task Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations, and increase the amount by $64,500 for a not to exceed amount of $259,600;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2023 with no increase in the not to exceed amount of $259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

   The term of this Agreement is from August 28, 2018 to December 31, 2023 , unless sooner terminated pursuant to the terms of this Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement and Amendment Nos. 1 through 4, including all Exhibits thereto, remain in full force and effect.

3. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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DocuSign Envelope ID: 323E7C48-0AC9-43BA-B7AC-EF77C02BAE41

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B74195... Contracts/Purchasing Officer

Date: 10/11/2022

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Sean Collins F8D18D27506F4A4... Sean M. Collins
Deputy County Counsel

Date: 10/11/2022

Approved as to Fiscal Provisions

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

Date: 10/11/2022

CONTRACTOR*

LeSar Development Corporation
Contractor's Business Name

By: DocuSigned by: Jennifer LeSar BAA590FD8330446... (Signature of Chair, President or Vice President)

Jennifer LeSar, Chief Executive Officer
(Print Name and Title)

Date: 10/11/2022

By: N/A
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

N/A
(Print Name and Title)

Date: N/A

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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AMENDMENT NO. 6
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION

THIS AMENDMENT NO. 6 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California ("County"), and LeSar Development Corporation ("CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County's Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 ("Amendment No. 1"), January 13, 2021 ("Amendment No. 2"), November 4, 2021 ("Amendment No. 3"), September 1, 2022 ("Amendment No. 4") to expand the original scope of the Agreement and add $64,500 to the Agreement amount, and October 11, 2022 ("Amendment No. 5") to extend the term;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term six (6) additional months to June 30, 2024 with no increase in the not to exceed amount of $259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

   The term of this Agreement is from August 28, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

3. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

DocuSign Envelope ID: D54551D3-22CA-420E-9956-42ADED87BB84

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B7419370AD1403... Contracts/Purchasing Officer

Date: 11/17/2023

Approved as to Form

Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 5C29050B5BAC4F2... Reed Gallogly
Deputy County Counsel

Date: 11/14/2023

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745A6... Auditor/Controller

Date: 11/14/2023

CONTRACTOR*

LeSar Development Corporation
Contractor's Business Name

By: DocuSigned by: Richard Valdez 5AA7C00FA5D56D4... (Signature of Chair, President or Vice President)

Richard Valdez
Chief Operations Officer
(Print Name and Title)

Date: 11/8/2023

By: DocuSigned by: Francesca San Diego 7AB50B03AD9A4EF... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Francesca San Diego, Vice President
(Print Name and Title)

Date: 11/8/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION

THIS AMENDMENT NO. 7 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California ("County"), and LeSar Development Corporation ("CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 to provide technical assistance required to update the County's Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 ("Amendment No. 1"); January 13, 2021 ("Amendment No. 2"); November 4, 2021 ("Amendment No. 3"); September 1, 2022 ("Amendment No. 4," including Exhibit A-1) to expand the original scope of the Agreement and add $64,500 to the Agreement amount; October 11, 2022 ("Amendment No. 5") to extend the term, and November 17, 2023 ("Amendment No. 6");

WHEREAS, additional time is needed for CONTRACTOR to continue to provide services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term one (1) additional year to June 30, 2025 with no increase to the Agreement amount of $259,600 and no change to the scope of services.

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

1. Amend the first sentence of Paragraph 3.0, Term of Agreement, Subparagraph 3.01, to read as follows:

   The term of this Agreement is from August 28, 2018 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

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3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

4. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson — C7B741937AAD41B...
Contracts/Purchasing Officer

Date: 6/6/2024

By: N/A
Craig W. Spencer, Director

Date:

Approved as to Form

County Counsel
Susan K. Blitch, County Counsel

By: DocuSigned by: Reed Gallogly — 1C8E1D8B1FE2...
Reed Gallogly, Deputy County Counsel

Date: 6/5/2024

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth — 4E7E6F...
Auditor/Controller

Date: 6/5/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

LeSAR DEVELOPMENT CORPORATION

By: DocuSigned by: Richard Valdez — 1AADC...
(Chair, President, or Vice President)

Richard Valdez, Chief Operations Officer
Name and Title

Date: 5/30/2024

By: DocuSigned by: Francesca San Diego — 1C7E5DB...
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Francesca San Diego, CFO
Name and Title

Date: 6/5/2024

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-14097 ; Amendment No.: 8
a. Approve Amendment No. 8 to Standard Agreement A-14097 with LeSar Development Consultants to continue to provide technical assistance required to update the County's Affordable Housing Ordinance; increase the Agreement amount of $259,600 by $45,000 for a new not to exceed amount of $304,600, and extend the term six (6) months to December 31, 2025; and
b. Authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 8 and future amendments to the Agreement that do not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

PASSED AND ADOPTED on this 15th day of April 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 April 15, 2025.

Dated: April 16, 2025
File ID: A 25-090
Agenda Item No.: 62

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 8
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS

THIS AMENDMENT NO. 8 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California ("County") and LeSar Development Consultants ("CONTRACTOR"), a California Corporation, is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 ("Agreement") to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual ("Project") through February 29, 2020, for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 ("Amendment No. 1"), January 13, 2021 ("Amendment No. 2"), and November 4, 2021 ("Amendment No. 3") to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 ("Amendment No. 4" – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by $64,590 for a new not to exceed amount of $259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 ("Amendment No. 5"), November 17, 2023 ("Amendment No. 6"), and on June 6, 2024 ("Amendment No. 7") to extend the term of the Agreement;

WHEREAS, additional time and funding are necessary to finish this portion of the Project and finalize the Inclusionary Housing Ordinance;

WHEREAS, the Agreement's provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term six (6) months to December 31, 2025, and increase the Agreement amount of $259,600 by $45,000 for a new not to exceed amount of $304,600.

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

1. Amend Section 2.0, "Payments Provisions," second sentence of paragraph 2.01, to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $304,600.

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2. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

   The term of this Agreement is from August 28, 2018, to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.0, "Scope of Services and Additional Provisions," to add Exhibit A.3, Detailed Scope of Work and Payment Schedule.

4. Amend Section 6.0, "Payment Conditions," to add subsection 6.05, to read as follows:

   CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

5. Amend Section 9.0, "Insurance Requirements," subsection 9.02, "Qualifying Insurers," to read as follows:

   All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

6. Amend Section 9.0, "Insurance Requirements," to replace subsection 9.03, "Insurance Coverage Requirements," to read as follows:

   Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

   Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

   (Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

   Auto Liability Coverage: Must include all motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

   (Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

7. Amend Section 9.0, "Insurance Requirements," Paragraph 9.04, "Other Requirements," to replace the third, fourth, and fifth paragraphs with the following:

Additional Insured Status:
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

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Primary Coverage:
For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the County, its officers, officials, employees, agents, and volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Amend Section 10.0, "Records and Confidentiality," to add subsection 10.06, "Format of Deliverables," to read as follows:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disability Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

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9. Amend Section 11.0, "Non-Discrimination," of subsection 11.01 to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated to this Agreement shall not be deemed to be prohibited discrimination.

10. Amend Section 13.0, "Independent Contractor," to read as follows:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability which the County may incur because of CONTRACTOR's failure to pay such taxes.

11. Amend Section 14.0, "Notices," to read as follows:

FOR CONTRACTOR
Richard Valdez
845 15th Street, Suite 103
San Diego, CA 92101
ops@lesardevelopment.com

12. Remove subsection 15.08, "Compliance with Applicable Law," from Section 15.0, "Miscellaneous Provisions."

13. Renumber subsection 15.09, "Headings," to 15.08.

14. Renumber subsection 15.10, "Time is of the Essence," to 15.09.

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15. Renumber subsection 15.11, "Governing Law," to 15.10 and amend to read as follows:

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16. Renumber subsection 15.12, "Non-exclusive Agreement," to 15.11.

17. Renumber subsection 15.13, "Construction of Agreement," to 15.12.

18. Renumber subsection 15.14, "Counterparts," to 15.13.

19. Renumber subsection 15.15, "Authority," to 15.14.

20. Renumber subsection 15.16, "Integration," to 15.15.

21. Renumber subsection 15.17, "Interpretation of Conflicting Provisions," to 15.16.

22. Insert Section 16.0 titled "Compliance with Applicable Laws," to read as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, HIPPA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to the County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

23. Insert Section 17.0 titled "Consent to Use of Electronic Signatures," to read as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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17.02 **Counterparts**: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile**: Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other part in person.

24. Amend Exhibit A – Scope of Work/Payment Provisions, Section B, "Payment Provisions," Paragraph 2, "Contractors Billing Procedures," to renumber subsections iv) and v) to vi) and vii), respectively.

25. Amend Exhibit A, Scope of Work/Payment Provisions, to add the following under Section B, "Payment Provisions," Paragraph 2, "Contractors Billing Procedures," to read as follows:

iv) Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number 3100*6654, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov.

v) The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

26. Remove Exhibit A.2 – Detailed Scope of Work and Payment Schedule in its entirety and replace it with Exhibit A.3 – Detailed Scope of Work and Payment Schedule which adds the task Phase 5.4.2.01, Preparation of Updated Economic Analysis and Process for Annually Adjusting In-Lieu Fee Schedule (Phase 5.5.3).

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27. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

28. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

29. This Amendment No. 8 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION LEFT BLANK INTENTIONALLY****

Docusign Envelope ID: 91943CCC-584B-444E-BAD9-7344D265CA3C

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F8309B7378455... Contracts/Purchasing Officer

Date: 4/18/2025

By: N/A
Craig W. Spencer, Director (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Reed Gallogly 3E69DCB3C1B2402... Reed Gallogly
Deputy County Counsel

Date: 3/27/2025

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF04E57454F6... Auditor/Controller

Date: 3/28/2025

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date:

LESAR DEVELOPMENT CONSULTANTS

By: DocuSigned by: Richard Valdez 5AA0C0ADD53D4D8... (Chair, President or Vice President) *

Richard Valdez, Chief Operations Officer
Name and Title

Date: 3/27/2025

By: Signed by: Francesca San Diego 7AB50B03AD9A4EF... (Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Francesca San Diego, Vice President, Finance
Name and Title

Date: 3/27/2025

County Board of Supervisors' Agreement Number: A-14097

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

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Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	3/1/25 Deliverable Due Date	Maximum Billable
5	Contract Approval by Board of Supervisors	7/24/2018				$5,520
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018			*Complete*	
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018			*Complete*	
5.2	Review of Current Ordinance					$3,605
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	*2/5/2019*		*Complete*	
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	*2/5/2019*		Complete - 1/16/19	
5.3	Examination of Data					$27,545
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	*2/5/2019*		*Partial - 2/5/19*	
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	*2/5/2019*		*Partial - 2/5/19*	
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	*2/5/2019*		*Partial - 2/5/19*	
5.4	Affordable Housing Nexus Studies				*Partial - 2/5/19*	$45,090
5.4.1	Methodology and assumptions	11/21/2018			*Partial - 2/5/19*	
5.4.2	Economic analysis (*aka Affordable Housinjg Nexus Study*)	11/21/2018	*2/5/2019*		*Partial - 2/5/19*	$36,855
5.4.2.01	Preparation of updated economic analysis (*aka Affordable Housinjg Nexus Study*) - 6% very low-, 6% low-, 8% moderate, & 5% Workforce-Income (150% AMI)				*Update - 8/1/25*	
5.4.2.1	Commercial & Industrial Linkage Fee Analysis & Recommendations			8/31/2022	*Complete - 3/27/23*	$64,500
5.4.3	Identification of impacts	11/21/2018				
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	*2/5/2019*		*Partially Complete*	
5.4.5	Administration draft review prior to public draft	11/21/2018				
5.5	Conclusions and Recommendations					$41,745
5.5.1	Identify incentives and alternatives	4/11/2019	*9/4/2020*		*Complete*	
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	*9/4/2020*		*Complete*	
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	*9/4/2020*		*Update - 8/1/25*	
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	*9/4/2020*		*Complete*	
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	*9/4/2020*		*Incomplete*	
5.6	Citizen Participation & Outreach					$41,770
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	*10/8/2020*		*Complete*	
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*10/16/2020*		*Complete 2/15/19*	
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	*Delete*			

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Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	3/1/25 Deliverable Due Date	Maximum Billable
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further fact finding and outreach	6/9/2019	*TBD*		*Delete*	
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018			*Delete*	
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	*2/5/2019*		*Complete - 2/5/19*	
5.6.4.1.a	*Board of Supervisors Meeting for Policy Direction (staff report & attachments due for internal review)*		*6/5/2020*			
5.6.4.1.b	*Board of Supervisors Meeting for Policy Direction (staff review comments due)*		*6/19/2020*			
5.6.4.1.b	*Board of Supervisors Meeting for Policy Direction (County staff only)*		*7/7/2020*			
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019			*Complete - 3/22/22*	
5.7	Board of Supervisors, Planning Commission & Housing Advisory Committee					$29,970
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	*Delete*		*Incomplete*	
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	*12/9/2020*		*Incomplete*	
5.7.3.1	Affordable Housing Nexus Study Presented to BoS		2/5/2019		*Complete - 2/5/19*	
5.7.3.a	*Planning Commission Staff Report and Documents Due*		*1/6/2021*		*Delete*	
5.7.3.b	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	*1/20/2021*		*Delete*	
5.7.4.b	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	*3/2/2021*		*Incomplete - 2/5/19*	
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing				
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing				
5.8	Deliverables					
5.8.1.1	Plan for Public Participation	9/10/2018			*Complete*	
5.8.1.2.a	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	*11/2/2020*		*Complete*	
5.8.1.2.b	*Staff Comments on Admin. Draft Ordinance and Admin. Manual Due*		*11/9/2020*		*Complete*	
5.8.1.3	Intentinally Left Blank					
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manaul	7/1/2019	*11/20/2020*		*Delete*	
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	*12/18/2020*		*Delete*	

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Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance

Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	3/1/25 Deliverable Due Date	Maximum Billable
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019			*Delete*	
5.9	Other Expenses					$8,000
	Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)					
	Total Amount Payable Under Agreement					$304,600

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Docusign Envelope ID: 4238AAD4-09DC-40BF-A643-A2D1D72861C0

AMENDMENT NO. 9
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS

THIS AMENDMENT NO. 9 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California ("County") and LeSar Development Consultants ("CONTRACTOR"), a California Corporation, is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 ("Agreement") to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual ("Project") through February 29, 2020, for an amount not to exceed $195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 ("Amendment No. 1"), January 13, 2021 ("Amendment No. 2"), and November 4, 2021 ("Amendment No. 3") to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 ("Amendment No. 4" – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by $64,590 for a new not-to-exceed amount of $259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 ("Amendment No. 5"), November 17, 2023 ("Amendment No. 6"), and June 6, 2024 ("Amendment No. 7") to extend the term of the Agreement without change to the not-to-exceed amount of $259,600;

WHEREAS, the Agreement was amended by the Parties on April 18, 2025 ("Amendment No. 8" – Exhibit A-3) to expand the Scope of Work, increase the Agreement amount by $45,000 for a new not-to-exceed amount of $304,600, extend the term end date six months to December 31, 2025, and update the Agreement's provisions;

WHEREAS, additional time is necessary to update the financial analysis with the recommended affordability levels and analyze the workforce income level requirements in the 2010 Inland General plan; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term six (6) months to June 30, 2026, with no change to the Agreement amount of $304,600.

Docusign Envelope ID: 4238AAD4-09DC-40BF-A643-A2D1D72861C0

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

1. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

   The term of this Agreement is from September 11, 2018, to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

3. This Amendment No. 9 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Docusign Envelope ID: 4238AAD4-09DC-40BF-A643-A2D1D72861C0

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: F81CABE2E3A4A85... Chief Contracts & Procurement Officer

Date: 11/21/2025

By: N/A
Craig W. Spencer, Director (if applicable)

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Reed Gallogly 1EC0D1B3C15C4D2... Reed Gallogly, Deputy County Counsel

Date: 11/19/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57451F6... Auditor/Controller

Date: 11/20/2025

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date:

LESAR DEVELOPMENT CONSULTANTS

By: DocuSigned by: Richard Valdez 5AADC0ADD63D4D8... (Chair, President or Vice President) *

Richard Valdez, Chief Operations Officer
Name and Title

Date: 11/7/2025

By: Signed by: Francesca San Diego 7AB50B03A09A4EF... (Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Francesca San Diego, Vice President, Finance
Name and Title

Date: 11/14/2025

County Board of Supervisors' Agreement Number: A-14097 approved on August 28, 2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

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Introduced: 4/8/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

Direct the Auditor Controller to amend the Fiscal Year 2025-26 Housing and Community Development Adopted Budget to increase appropriations for Community Development Fund (013-3100-8545-HCD004) by $276,071 financed by Permanent Local Housing Allocation funds received in prior years; and allocate $276,071 to Activity 6 (Homeless Services) of the Permanent Local Housing Allocation that will go to the Department of Social Services to fund operations and services at the Navigation Center Salinas Salinas Housing, Advancement, Resources, & Education Center.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a) Direct the Auditor-Controller to amend the Fiscal Year 2025-26 Housing and Community Development Adopted Budget to increase appropriations for Community Development Fund (013-3100-8545-HCD004) by $276,071, financed by Permanent Local Housing Allocation funds received in prior years; and
b) Allocate $276,071 to Activity 6 (Homeless Services) of the Permanent Local Housing Allocation that will go to the Department of Social Services to fund operations and services at the Navigation Center Salinas Salinas Housing, Advancement, Resources, & Education(SHARE) Center.

SUMMARY:
The Housing and Community Development (HCD) Department has an agreement with Department of Social Services (DSS) to provide financial support for the Navigation Center-Salinas Share Center using a percentage of the Permanent Local Housing Trust Allocation (PLHA) funds. Shortages for DSS funding have occurred as a result of lower than anticipated PLHA fund amounts in prior years. HCD has identified $276,071 in PLHA funds that have not been recognized in revenue from prior years. Recognizing these funds (appropriations) will allow HCD to increase the funding for DSS to operate the Share Center and Navigation Center (Activity 6 of the PLHA program) and meet the obligations of the agreement between HCD and DSS for funding.

DISCUSSION:
The Housing and Community Development Department and Department of Social Services (DSS) entered an Inter-Departmental Memorandum (IDM) dated June 28, 2022. The IDM was amended dated March 4, 2024. The memorandum is to provide Permanent Local Housing Allocation (PLHA) funding for Activity 6 Projects: Navigation Center and Case Management Services. The IDM covers the time of June 30, 2021, through December 31, 2026. It allows for financial support for the Navigation Center-Salinas Share Center in the amount of $1,593,176 and Case Management

Services in the amount of $790,275.

Funding form the PLHA program are dependent on actual annual grant amounts. Actual annual grant amounts have been slightly lower than anticipated in recent years and funding for DSS to support the Navigation Center and Share Center has been lower than anticipated. In review of the PLHA funding amounts HCD has discovered $276,071 is available from prior years. This amount is proposed to be appropriated in the Community Development Fund budget and allocated to DSS for operation of the Navigation Center and Share Center to address the shortfalls in funding consistent with the IDM. Funding for homeless services is an allowed use of PLHA under Activity 6 of the program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel approved the original IDM and Amended IDM as to form and has reviewed this request.

FINANCING:
Approval of this action will not impact the County General Fund. The increased appropriations in Fund 013, Budget Unit 8545, Appropriation Code HCD004 is funded through unrecognized prior year grant funds. The new allocation to DSS for the Navigation and Share Center is equal to the amount of new appropriations. No General Fund discretionary resources are required.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested budget appropriation supports the Board of Supervisors' strategic initiatives by ensuring continued funding for the Navigation Center and Case Management Services, which are critical components of the County's Homelessness Initiatives under the Health & Human Services pillar. This increase enables the County to meet contractual obligations and maintain essential services that promote housing stability, improve access to care, and enhance overall community well-being.

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

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

Prepared by: Dawn Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Housing Program Manager x5391
Approved by: Craig Spencer, Director of Housing and Community Development x5233

Introduced: 4/8/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel approved the original IDM and Amended IDM as to form and has reviewed this request.

FINANCING:
Approval of this action will not impact the County General Fund. The increased appropriations in Fund 013, Budget Unit 8545, Appropriation Code HCD004 is funded through unrecognized prior year grant funds. The new allocation to DSS for the Navigation and Share Center is equal to the amount of new appropriations. No General Fund discretionary resources are required.

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

Prepared by: Dawn Yonemitsu, Management Analyst II, x5387
Reviewed by: Darby Marshall, Housing Program Manager x5391
Approved by: Craig Spencer, Director of Housing and Community Development x5233

Introduced: 4/3/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve agreement with Smith & Enright Landscaping, Inc. to provide litter abatement services within the County of Monterey, Request for Proposal (RFP) #10957, for an initial term of three years effective May 1, 2026 to April 30, 2029, with the option to extend the term for up to two additional years, for an amount not to exceed $1,250,000;
b. Approve additional term extensions for the agreement beyond the anticipated five-year term of RFP #10957 with no change in the scope of work or increase to the dollar amount to allow continuity of services initiated during the anticipated five-year term of the agreement, subject to review and approval as to form by County Counsel; and
c. Authorize the Director of Public Works, Facilities and Parks or designee to execute the agreement and future amendments to the agreement where the amendments do not significantly alter the scope of work or increase the compensation.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve agreement with Smith & Enright Landscaping, Inc. to provide litter abatement services within the County of Monterey, Request for Proposals (RFP) #10957, for an initial term of three years effective May 1, 2026 to April 30, 2029, with the option to extend the term for up to two additional years, for an amount not to exceed $1,250,000;
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c. Authorize the Director of Public Works, Facilities and Parks or their designee to execute the Agreement and future amendments to the agreement where the amendments do not significantly alter the scope of work or increase the compensation.

SUMMARY:
The County of Monterey (County), Department of Public Works, Facilities and Parks (PWFP) has identified a need for litter abatement services to address illegal dumping of household, commercial and industrial waste items on County roads and public lands, including but not limited to waste collection and illegal dumping mitigation throughout the County of Monterey and extraordinary services such as the collection and disposal of homeless encampment debris.

The recommended actions will establish an Agreement with Smith & Enright Landscaping, Inc. (Smith & Enright) to provide litter abatement services within the County.

DISCUSSION:
The County operates the Litter Abatement Program (Program), which provides for the collection and disposal of litter, debris, and materials dumped illegally along County roads and public rights-of-way and on public lands. The Program operates seven days a week and removes 400-500 tons of household and industrial materials from County roadways each year.
The Program is a partnership between PWFP and the County Health Department's Environmental Health Bureau (EHB), Salinas Valley Solid Waste Authority (SVSWA), Monterey Regional Waste Management District dba ReGen Monterey (ReGen Monterey), and contractor(s) with multiple components. EHB and PWFP will work with SVSWA, ReGen Monterey and Smith & Enright to provide more frequent community cleanup days County-wide. EHB and PWFP will also work with the Program partners and contractors to provide for additional cleanup events and expanded road cleanup services.

On November 20, 2025, PWFP solicited Proposals from qualified consultants through Request for Proposals (RFP) #10957 for litter abatement services. On January 8, 2026, PWFP received Proposals from two consultants. The proposals were subjected to a competitive selection process that was conducted in accordance with County policies and State and Federal laws under RFP #10957. As a result of this competitive process, Smith & Enright was selected as the most qualified consultant for their expertise and capabilities in providing litter abatement services.

Board of Supervisors (Board) approval would allow for the issuance of an agreement between the County and Smith & Enright to provide litter abatement services, for an initial term of three years effective May 1, 2026 to April 30, 2029, with the option to extend the term for up to two additional years, for an amount not to exceed $1,250,000.

Attachment A is provided for reference and includes a draft of the proposed agreement. Attachments B through D include RFP #10957 and Addendums No. 1 through 2 to RFP #10957.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the agreement as to form and fiscal provisions, respectively. The Program is a planned cooperative effort among PWFP, EHB, SVSWA and ReGen Monterey and contractor(s) with multiple components. In addition, the Program includes coordinated efforts with contractors such as Waste Management, Inc.

FINANCING:
Costs associated with the agreement are anticipated to be incurred over the next four fiscal years (FYs): 2025-26, 2026-27, 2027-28, and 2028-29 through April 30, 2029, with the option to extend the term for up to two additional years. The FY 2025-26 Adopted Budget for the Litter Abatement Program, Fund 001, Appropriation Unit PFP002 includes $225,000 in appropriations for this agreement. Beginning in FY 2026-27, $250,000 has been incorporated into the baseline budget to support ongoing program costs and will continue to be included in each subsequent fiscal year.

Funding is provided from Memorandum of Understandings (MOUs) with SVSWA (Agreement No. A-16366) and ReGen Monterey (Agreement No. A-16365) totaling $150,000 and Transient Occupancy Tax in the amount of $100,000.

If necessary, additional actions relating to homeless encampment cleanup (services also included under the agreement) will be brought before the Board once funding has been identified.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board's Strategic Plan Goals by enabling PWFP to continue essential litter abatement and cleanup services that promote a clean, safe, and well-maintained County. With only two Litter Guards and limited support from the Work Alternatives Program, PWFP will depend on Smith & Enright's weekly assistance to remove litter and illegal dumps, helping prevent roadway dumping and enhance public safety.

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

Prepared by: John Coffman, Road Maintenance Superintendent, (831) 755-4926
Jesus P. Mercado, Bridge Superintendent, (831) 755-4884
Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Proposed Agreement
Attachment B - RFP #10957
Attachment C - Addendum No. 1 to RFP #10957
Attachment D - Addendum No. 2 to RFP #10957

Introduced: 4/3/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

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Prepared by: John Coffman, Road Maintenance Superintendent, (831) 755-4926
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Dalia Mariscal-Martinez, Management Analyst III
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Proposed Agreement
Attachment B - RFP #10957
Attachment C - Addendum No. 1 to RFP #10957
Attachment D - Addendum No. 2 to RFP #10957

Attachment A

Docusign Envelope ID: 9A5E0FDB-E768-4423-8DBF-3BC47E737A36

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Smith & Enright Landscaping, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Litter Abatement Services located within the County of Monterey, Request for Proposals (RFP) #10957

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,250,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2026 to April 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B Other: Safety Meeting and Work Procedures
Exhibit C Litter Log Form
Exhibit D County of Monterey 2025 Maintained Mileage Book
Exhibit E Incorporation of RFP #10957, Addendums No. 1 and No. 2 to RFP #10957, and Proposal Documents, on file with the Department of Public Works, Facilities and Parks

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: John Coffman, Road Maintenance Superintendent
Address: 1441 Schilling Place, 2nd Floor, Salinas, California 93901-4527
Phone: (831) 755-4926

FOR CONTRACTOR:
Name and Title: Selena Herrin, President
Address:540 Work Street, Suite C, Salinas, California 93901-5005
Phone: (831) 758-6766

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel. Susan K. Blitch, County Counsel

By: DocuSigned by: Mary Grace Perry, Deputy County Counsel
76A18B9BA72D498...

County Counsel

Date: 3/18/2026 | 12:04 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Andrea Valentine
25834C99491E449...

Auditor/Controller

Date: 3/18/2026 | 4:01 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management.
Susan K. Blitch. County Counsel

By:

David Bolton, Risk Manager

Date:

CONTRACTOR

Smith & Enright Landscaping, Inc.

Contractor/Business Name*

By: Signed by: Selena Herrin
313BC21CA58A4C5...

(Signature of Chair, President, or Vice-President)

Selena Herrin, President

Name and Title

Date: 3/18/2026 | 11:55 AM PDT

By: Signed by: Selena Herrin
313BC21CA58A4C5...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Selena Herrin, Secretary

Name and Title

Date: 3/18/2026 | 11:55 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Smith & Enright Landscaping, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide services to address illegal dumping of household, commercial and industrial waste items on County roads and public lands, including but not limited to waste collection and illegal dumping mitigation throughout the County and extraordinary services such as the collection and disposal of homeless encampment debris.

1.1 CONTRACTOR's Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement not to exceed sum, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total Agreement price before computing the amount of work required to be performed by CONTRACTOR. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

1.2 CONTRACTOR shall be provided a list of "Request for Service" locations by the County and shall provide on-call services.

1.3 CONTRACTOR shall remove and legally dispose of litter from County roads, including shoulders, public rights-of-way, and on public lands, excluding the traveled lanes and shoulders next to barriers and taken to a suitable landfill or refuse service.

1.4 CONTRACTOR shall have the necessary qualifications and experience to fulfill the requirements as indicated by the County.

1.5 CONTRACTOR may be required to walk long distances while removing the litter.

1.6 CONTRACTOR shall provide notice to County in writing by letter or email whenever any inclement conditions preclude litter pick-up. CONTRACTOR shall not be paid for such cancellation.

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1.6.1 CONTRACTOR shall coordinate with the designated County contact to reschedule a designated work restart day when scheduled day falls on a recognized holiday, such as Christmas or New Year's Day.

1.7 CONTRACTOR may, on occasion, need to remove a major accumulation of plant or other material that will interfere with litter pick-up and is not included in this scope. A quote shall be submitted to the designated County contact. Work shall not begin until work is approved and a written Notice to Proceed is issued by the County.

1.8 CONTRACTOR must supply and supervise qualified personnel to complete daily work/project assignments.

1.8.1 CONTRACTOR must have a foreman responsible for the work crew at all times.

1.8.2 CONTRACTOR foreman must be able to communicate effectively with County personnel.

1.9 CONTRACTOR will adhere to appropriate safety precautions and requirements needed to do the assigned job.

1.10 CONTRACTOR, in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.

1.11 CONTRACTOR is expected to work hours that may vary due to the location of the work assignment.

1.11.1 Specified work time(s) may be required.

1.11.2 Work performed must be approved by the requesting County contact.

1.12 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for the State of California, State Contractors Board, the California Division of Occupational Safety and Health (CAL/OSHA) regulations and all other applicable regulations.

1.13 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the Agreement.

1.14 The selected CONTRACTOR shall:

1.14.1 Perform all work in a professional manner by skilled, experienced workers and be familiar with all best management practices for litter pick-up and disposal.

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1.14.2 Furnish all Personal Protective Equipment (PPE) to their employees for the cleaning task and working in high-speed, high volume roadways in compliance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD), CAL/OSHA and others, including, but not limited to, PPE safety vests (class II/III), nitrile gloves, puncture-resistant gloves, eye protection, ear protection, face masks, safety-toed shoes and other appropriate PPE. County will not supply uniforms or above-mentioned PPE.

1.14.3 Follow the procedures outlined in Exhibit B – Safety Meeting and Work Procedures of this Agreement.

1.14.4 Provide remediation of vacant homeless encampments.

1.14.5 Provide all sanitation facilities and supplies to its employees (water, poison oak repellant, etc.)

1.14.6 Adhere to "Part 6, Temporary Traffic Control" of the CA-MUTCD.

1.14.7 Provide all safe work zone devices for its employees pursuant to the CA-MUTCD, such as traffic control signage, cones, etc.

1.14.8 Furnish all labor and equipment required to fulfill the Agreement at no additional expense to the County.

1.14.9 Provide a monthly summary of work performed and identify any issues.

1.14.9.1 CONTRACTOR shall provide reports that break down the quantity and tonnage of the different types of debris (see Exhibit C – Litter Log Form of this Agreement) and electronically submit on a monthly basis to:

Emilia Gregorio, Maintenance Yard Clerk
Department of Public Works, Facilities and Parks
Email: gregorioe@countyofmonterey.gov
Phone: (831) 755-4883

1.14.10 Upon receiving a request for work from the County, County contact will provide a location delineating the limits of the individual litter cleanup task (refer to Exhibit D – County of Monterey 2025 Maintained Mileage Book of this Agreement) and utilize the online County Maintained Roads link at *https://maps.co.monterey.ca.us/portal/apps/instant/minimalist/index.html?appid=c07a67cca9d94c69a84ad3b1656a85e8* to determine public lands and road rights-of-way as a guide.

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1.14.11 CONTRACTOR shall not commence work until a formal Notice to Proceed has been issued by County in writing, which may include a work schedule and start date.

1.14.12 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$1,250,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following Pricing Schedule or in accordance with the following terms:

PRICING SCHEDULE				
	Fiscal Year 1 (May 1, 2026 – June 30, 2026)	**Fiscal Year 2** (July 1, 2026 – June 30, 2027)	**Fiscal Year 3** (July 1, 2027 – June 30, 2028)	**Fiscal Year 4** (July 1, 2028 – April 30, 2029)
Personnel				
Per Person, Daily Rate	$1,064	$1,104	$1,144	$1,168
Per Person, Hourly Rate	$133	$138	$143	$146
Crew, Daily Rate	$2,128	$2,208	$2,288	$2,336
Crew, Hourly Rate	$266	$276	$286	$292
Operator for Skid Steer, Hourly Rate	$177	$183	$188	$191
Item				
Equipment (please list all equipment to be used)				
Skid Steer, Daily Rate	*$250*	*$250*	*$250*	*$300*
Dumping Fees per Ton	At Cost + 3%	At Cost + 3%	At Cost + 3%	At Cost + 3%

*CONTRACTOR's rates shall remain valid through the initial three (3)-year term of the Agreement, effective May 1, 2026 through April 30, 2029. CONTRACTOR shall indicate whether the rates are based on the fiscal year (July 1 – June 30) or the calendar year (January – December).

*The standard number of hours included in the CONTRACTOR's Daily Rate is 8 hours.

*CONTRACTOR's hourly rate includes labor, truck and trailer, PPE, project management, labor compliance, prevailing wage-all components necessary to complete daily litter pickup.

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*On the rare occasion where CONTRACTOR needs to use equipment, there is a daily rental fee for CONTRACTOR's skid steer which will be $250. When and if used, CONTRACTOR will need to pay CONTRACTOR's operator a different rate which is listed above. However, if there are encampment cleanups, the skid steer is used almost every time.

CONTRACTOR's Pricing Schedule above shall remain firm for the initial term of the Agreement.

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., an Agreement for some or all of the work contemplated by the associated Request for Proposals #10957 may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: *http://www.dir.ca.gov/public-works/prevailing-wage.html*

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov with a copy to the designated County contact:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

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County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B – SAFETY MEETING AND WORK PROCEDURES

1. Think Safety: Plan your work; report hazards to your crew leader/supervisor; the responsibility to follow safety practices and to wear personal safety equipment is yours.

2. Report any injury to crew leader/supervisor immediately.

3. Personal protective equipment to be provided as needed: vest, work gloves, face mask, eye protection, hearing protection, etc.

4. DO NOT go out into roadway unless directed to do so by your crew leader/supervisor.
   a. Roadway means areas that are normally driven, such as traffic lanes and ramps.

5. In the event of a traffic accident, do not try to help. You are not trained in traffic control. The crew leader/supervisor will assist.

6. Work facing traffic whenever practical, staying as far from moving traffic as possible.

7. No horseplay.

8. No cell phones, pagers, or friends are allowed at the job site.

9. No jumping from vehicles.

10. Assistance should be summoned before attempting to lift excessively heavy or bulky objects.

11. Should you require assistance (water, restroom, injury, etc.), contact your crew leader/supervisor.

12. All persons occupying vehicles shall wear seat belts.

13. All work crews will be properly dressed. You will not work without a shirt, vest, long pants, and appropriate footwear.

14. Allow ample working space to work safely. Socially distance and do not bunch up.

15. Beware of hidden obstructions, unstable terrain, climbing up and down steep slopes, and holes in the ground.

16. Place tools in a safe position so that sharp points are not exposed.

17. If you suspect hazardous waste material (i.e. oil, antifreeze, insecticide) and/or biohazards (i.e. needles, syringes, blood-soaked items), notify your crew leader/supervisor immediately. Do not touch them.

18. All attempts should be made to prevent contact with poison oak plants. See crew leader/supervisor for identification and pre- and post-exposure locations.

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EXHIBIT B – SAFETY MEETING AND WORK PROCEDURES

	Print Name	Signature	Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Crew Supervisor: _____

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EXHIBIT C – LITTER LOG FORM

DATE: _____ **CAMERA NAME#: _____**

PICTURE #/S: _____

GPS LOCATION: _____

ROAD NAME: _____ ROAD#: _____ CITY: _____

RFS# (IF APPLICABLE): _____

NEAREST ADDRESS OR CROSS STREET: _____

DUMPSITE

NUMBER OF ELECTRONICS: _____

NUMBER OF CHILDERNS TOYS OR BIKES: _____

NUMBER OF BAGS OF TRASH: _____

NUMBER OF YARDS OF RECYCLABLES: _____

NUMBER OF YARDS OF VEGETATION OR LARGE BRUSH: _____

NUMBER OF MATTRESSES: _____

NUMBER OF BAGS OF CLOTHING: _____

NUMBER OF MATTRESSES/BOXSPRING: _____

NUMBER OF BULKY FURNITURE ITEMS: _____

NUMBER OF COUCHES/RECLINERS: _____

NUMBER OF APPLIANCES: _____

NUMBER OF PALLETS/LUMBER: _____

NUMBER OF CAR PART ITEMS: _____

NUMBER OF TIRES: _____

NUMBER OF ROLLS OF CARPET: _____

PACKAGING MATERIALS (FROM A BUSINESS): _____

MICSELLANEOUS ITEMS: _____

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COUNTY OF MONTEREY
2025 MAINTAINED MILEAGE BOOK
Caltrans District 5

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
2	0101	NASHUA RD	SH001	0127 COOPER RD	3.770
3	0102	SAN JUAN RD	0123 PORTER DR	END	9.330
4	0103	ELKHORN RD	1072 BLACKIE RD	SH156	0.000
5	0103	ELKHORN RD	10H21 CATHEDRAL OAK	0108 CASTROVILLE BL	0.000
6	0103	ELKHORN RD	0108 CASTROVILLE BL	104 HALL RD	7.000
7	0103	ELKHORN RD	0104 HALL RD	0124 SALINAS RD	1.120
8	0104	HALL RD	105 SAN MIGUEL CYN RD	0103 ELKHORN RD	2.850
9	0105	SAN MIGUEL CYN RD	SH101	0104 HALL RD	4.650
10	0105	SAN MIGUEL CYN RD	0104 HALL RD	0106 TARPEY RD	0.450
11	0105	SAN MIGUEL CYN RD	0106 TARPEY RD	0102 SAN JUAN RD	3.090
12	0106	TARPEY RD	0102 SAN JUAN RD	105	1.290
13	0107	CARPENTERIA RD	0102 SAN JUAN RD	SCR CO	2.510
14	0108	CASTROVILLE BLVD	SH156	0103 ELKHORN RD	2.500
15	0108	CASTROVILLE BLVD	0103 ELKHORN RD	0105 SAN MIGUEL CYN	3.000
16	0109	SAN JUAN GRADE RD	CL @ RUSSELL RD	URL @ ROGGE RD	0.590
17	0109	SAN JUAN GRADE RD	URL @ ROGGE RD	URL .3M N/HEBERT RD	2.374
18	0109	SAN JUAN GRADE RD	URL .3M N/HEBERT RD	CRAZY HORSE CYN RD	0.946
19	0110	STRAWBERRY RD	105 SAN MIGUEL CYN RD	0103 ELKHORN RD	3.310
20	0111	OLD STAGE RD	MP 16.23-SAL C.L.	OLD NATIVIDAD RD MP 17.20	0.970
21	0111	OLD STAGE RD	OLD NATIVIDAD RD MP 17.20	NATIVIDAD RD MP 17.82	0.620
22	0111	OLD STAGE RD	NATIVIDAD RD MP 17.82	0112 HEBERT RD MP 18.96	1.140
23	0112	HEBERT RD	0109 SAN JUAN GR RD	1068 PESANTE RD	0.000
24	0112	HEBERT RD	0111 OLD STAGE RD	0109 SAN JUAN GR RD	0.490
25	0113	ECHO VALLEY RD	105 SAN MIGUEL CYN RD	SH101	3.040
26	0114	NATIVIDAD RD	0111 OLD STAGE RD	SAL (at Rogge Rd)	1.150
27	0115	AROMAS RD	0107 CARPENTERIA RD	0102 SAN JUAN RD	1.380
28	0116	VIA TANQUES	1066 DOLAN RD	END	0.060
29	0118	ESPINOSA RD	0121 RUSSELL RD	SH 183	5.040
30	0119	DUNBARTON RD	END	0102 SAN JUAN RD	0.750
31	0120	CRAZY HORSE CYN RD	0109 SAN JUAN GR RD	SH101	3.780
32	0121	RUSSELL RD	1080 ROGGE RD	URBAN LIMIT	0.000
33	0121	RUSSELL RD	URBAN LIMIT	0109 SAN JUAN GR RD	0.000
34	0121	RUSSELL RD	0109 SAN JUAN GRD	SH101	0.940
35	0122	MOLERA RD	SH001	SH001	2.980
36	0122	MOLERA RD	SH001	0101 NASHUA RD	0.020
37	0123	PORTER DR	SCR CO	0124 SALINAS RD	0.220
38	0125	BLANCO RD	SALINAS CITY LIMIT	SH 68	1.090
39	0125	BLANCO RD	0126 DAVIS RD	SALINAS CITY LIMIT/LUTHER WAY	0.740

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
40	0125	EAST BLANCO RD	SAL	SH068	1.070
41	0126	DAVIS RD	SAL	URBAN LIMIT	1.670
42	0126	DAVIS RD	URBAN LIMIT	0203 DAVIS RD	1.660
43	0127	COOPER RD	0101 NASHUA RD	0125 BLANCO RD	1.570
44	0128	CALLE DEL ADOBE	1041 BORONDA RD	SAL	0.570
45	0130	ALISAL RD	0111 OLD STAGE RD	URBAN LIMIT	3.880
46	0130	ALISAL RD	URBAN LIMIT	SALINAS CITY LIMIT	0.730
47	0131	HUNTER LANE	0132 HARKINS RD	SH068	1.570
48	0132	HARKINS RD (0132-10)	1SP02 5TH ST	SAL	0.000
49	0132	HARKINS RD + HARRIS RD	0133 SPRECKELS BLVD	SAL	1.800
50	0132	HATTON AVE	0133 SRECKELS BLVD	1SP02 5TH ST	0.000
51	0133	SPRECKELS BLVD	SH068	1138 HARRIS RD	1.690
52	0134	SPRECKELS RIVER RD	1138 HARRIS RD	0210 RIVER RD	0.000
53	0135	ABBOTT ST	SH101	URBAN LIMIT	1.640
54	0136	SPENCE RD	SH101	0130 ALISAL RD	1.930
55	0137	CHRISTENSEN RD	0118 ESPINOSA RD	END	0.460
56	0138	SALA RD	1037 HARRISON RD	END	0.130
57	0139	ECHO VALLEY CT	0113 ECHO VALLEY RD	END	0.220
58	0202	BLANCO RD	0206 RESERVATION RD	0126 DAVIS RD	4.610
59	0203	DAVIS RD	0126 DAVIS RD	0206 RESERVATION RD	0.440
60	0205	LAURELES GRADE	0209A CARMEL VLY RD	SH068	6.000
61	0206	RESERVATION RD	200 ft W OF BLANCO RD	SH068	5.610
62	0210	RIVER RD	SH068	0314 CHUALAR RIVER RD	9.070
63	0213	OLD STAGE RD	WILLIAMS RD (SAL C.L. MP 14.46)	MP 16.23 (SAL C.L.)	0.000
64	0222	SAN BENANCIO RD	SH068	223 CORRAL DE TIERRA	4.790
65	0223	CORRAL DE TIERRA	SH068	0222 SAN BENANCIO CYN RD	7.690
66	0232	OCEAN AVE	SH001	CML	0.190
67	0232	OCEAN AVE	SH001	END	0.040
68	0301	METZ RD	SH146	0303 METZ RD	6.280
69	0302	LOCKWOOD SAN LUCAS RD	SH198	3069 CATTLEMEN RD	0.470
70	0303	METZ RD	0301 METZ RD	KNC	10.360
71	0304	OLD STAGE RD	0318 ALTA ST (MP 0.00)	0317 CHUALAR CANYON RD (MP 4.51)	4.510
72	0304	OLD STAGE RD	CHUALAR CANYON RD (MP 4.51)	WILLIAMS RD (MP 14.46-SAL C.L.)	9.950
73	0305	JOLON RD	0405 JOLON RD	SH101	9.870
74	0306	ARROYO SECO RD	0316 ELM AVE	0309 CARMEL VLY RD	7.000
75	0308	BITTERWATER RD	KNC	SBT CO	7.290
76	0310	RIVER RD	0314 CHUALAR RIVER RD	0310B FT ROMIE RD	14.600
77	0311	SPRECKELS RD	0303 METZ RD	KNC	3.460

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1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
78	0312	CENTRAL AVE	SH101	316 ELM AVE	7.320
79	0313	OASIS RD	0404 OASIS RD	0315 SAN LUCAS RD	0.910
80	0314	CHUALAR RIVER RD	0310 RIVER RD	3CH06 GRANT ST	2.540
81	0315	SAN LUCAS RD	0305 JOLON RD	0313 OASIS RD	2.470
82	0316	ELM AVE	0306 ARROYO SECO RD	GNFD	4.710
83	0317	CHUALAR RD	0317A PAYSON ST	0304 OLD STAGE RD	1.270
84	0318	ALTA ST	SH101	GONZALES CITY LIMIT	1.210
85	0318	ALTA ST	GONZALES CITY LIMIT	SH101	0.090
86	0319	GONZALES RIVER RD	0310B RIVER RD	GNZ	2.160
87	0320	ASSOCIATED LN	0304 OLD STAGE RD	3037 FANOE RD	1.340
88	0401	PARIS VALLEY RD	402 LOCKWOOD SAN LUCAS	SH101	9.060
89	0402	LOCKWOOD SAN LUCAS RD	0407 LOCKWOOD JOLON	SH198	14.180
90	0403	CHOLAME RD	0408 VINEYARD CYN RD	SLO CO	10.460
91	0404	OASIS RD	402 LOCKWOOD SAN LUCAS	0313 OASIS RD	2.650
92	0405	JOLON RD	0406 JOLON RD	0305 JOLON RD	7.950
93	0406	JOLON RD	SH101	405 JOLON RD	22.400
94	0407	LOCKWOOD-JOLON RD	0406 JOLON RD	402 LOCKWOOD-SAN LUCAS RD	2.280
95	0408	VINEYARD CYN RD	SLO CO	0403 CHOLAME RD	18.860
96	0409	HARE CYN RD	0410 INDIAN VLY RD	4055 BRADLEY RD	6.550
97	0410	INDIAN VALLEY RD	409 HARE CYN RD	0411 PEACH TREE RD	13.160
98	0411	PEACH TREE RD	0410 INDIAN VLY RD	SH198	13.750
99	0412	NACIMIENTO LAKE DR	4022 VISTA RD	0406 JOLON RD	7.000
100	1001	MCGOWAN RD	1004 TRAFTON RD	SCR CO	0.760
101	1002	SAN JUAN GRADE RD	CRAZY HORSE CYN RD	SBT CO	4.310
102	1003	HUDSON LANDING RD	103 ELKHORN RD	END	1.400
103	1004	TRAFTON RD	1006 BLUFF RD	0124 SALINAS RD	4.180
104	1006	BLUFF RD	1008 JENSEN RD	END	0.970
105	1007	BAY FARMS RD	0124 SALINAS RD	END	0.630
106	1008	JENSEN RD	SH001	8096 JENSEN RD	1.050
107	1009	HILLCREST RD	0124 SALINAS RD	END	0.470
108	1010	SPRINGFIELD RD	END	END	0.950
109	1011	HARRINGTON RD	1028 SILL RD	END	0.700
110	1012	STRUVE RD	SH001	ADOPTED SH001	0.000
111	1012	STRUVE RD	SH001	SH001	1.000
112	1014	GIBERSON RD	1012 STRUVE RD	END	2.030
113	1015	MAHER RD	0106 TARPEY RD	0113 ECHO VLY RD	2.940
114	1016	WERNER RD	0103 ELKHORN RD	0124 SALINAS RD	0.180
115	1017	DUNBARTON RD	SH101	SH101	0.700

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1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
116	1018	CORTO SAN MIGUEL R	105	END	0.150
117	1019	MURPHY RD	0102 SAN JUAN RD	SCR CO	0.640
118	1020	GARIN RD	0103 ELKHORN RD	1026 LEWIS RD	1.410
119	1022	HAYES RD	1026 LEWIS RD	END	1.090
120	1023	SANDHOLDT RD	1025 MOSS LANDING RD	END	0.610
121	1024	VEGA RD	105 SAN MIGUEL CYN RD	1026 LEWIS RD	2.300
122	1025	MOSS LANDING RD	SH001	SH001	0.760
123	1026	LEWIS RD	0124 SALINAS RD	0105 SAN MIGUEL CYN RD	4.830
124	1027	PINI RD	0104 HALL RD	END	0.200
125	1028	SILL RD	END	0104 HALL RD	0.860
126	1030	PADDON RD	105 SAN MIGUEL CYN RD	END	0.340
127	1031	MONTE RD	0101 NASHUA RD	2084 MONTE RD	1.080
128	1032	HIDDEN VALLEY RD	0103 ELKHORN RD	0110 STRAWBERRY RD	3.060
129	1034	OSBORN RD	0103 ELKHORN RD	END	0.120
130	1035	MARTINES RD	1037 HARRISON RD	END	0.390
131	1036	REA AVE	0107 CARPENTERIA RD	END	0.450
132	1037	HARRISON RD	0121 RUSSELL RD	1PP02 DAMIAN WY	2.040
133	1038	CARNEROS RD	0107 CARPENTERIA RD	END	0.390
134	1039	SAN JON RD	1041 BORONDA RD	1039 SAN JON RD	1.840
135	1039	SAN JON RD	1039 SAN JON RD	SH183	0.450
136	1039	SAN JON RD	1039 SAN JON RD	1041 BORONDA RD	0.000
137	1040	COREY RD	0102 SAN JUAN RD	8107	0.440
138	1041	BORONDA RD	END	0128 CALLE DEL ADOBE	0.860
139	1041	BORONDA RD	1039 SAN JON RD	SAL C/L	1.290
140	1042	TUCKER RD	0110 STRAWBERRY RD	END	1.060
141	1043	POLLOCK LN	1068 PESANTE RD	END	0.370
142	1043	POLLOCK LN	1068 PESANTE RD	1070 CROSS RD	0.250
143	1044	PARADISE RD	105 SAN MIGUEL CYN RD	108 CASTROVILLE BLVD	2.940
144	1045	COKER RD	1068 PESANTE RD	END	0.370
145	1046	DESMOND RD	1044 PARADISE RD	END	0.290
146	1047	VALLE PACIFICO RD	1052 LANGLEY CYN RD	END	0.630
147	1048	BAYHILL RD	1007 BAY FARMS RD	1009 HILLCREST RD	0.110
148	1049	VISTA DR	ECHO VLY CT	END	0.580
149	1050	TUSTIN RD	0113 ECHO VLY RD	SH101	1.950
150	1051	MCGUFFIE RD	SH156	END	0.390
151	1052	LANGLEY CYN RD	105 SAN MIGUEL CYN RD	END	1.450
152	1053	OAK RD	1060 BERTA CYN RD	1058 VIERRA CYN RD	0.150
153	1054	MORO RD	105 SAN MIGUEL CYN RD	1050 TUSTIN RD	1.040

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
154	1054	MORO RD	1050 TUSTIN RD	END	1.000
155	1055	DYER RD	1064 MERIDIAN RD	END	0.310
156	1056	MALLORY CYN RD	SH101	END	0.880
157	1057	OLD STAGE RD	CRAZY HORSE CYN RD 20.29	SBT CO MP 23.25	4.960
158	1057	OLD STAGE RD	0112 HEBERT RD MP 18.96	CRAZY HORSE CYN RD MP 20.29	1.330
159	1058	VIERRA CYN RD	SH156	END	2.110
160	1059	MIDDLEFIELD RD	1086 STIRLING RD	0112 HEBERT RD	0.760
161	1060	BERTA CYN RD	SH101	END	1.090
162	1061	RODGERS RD	0118 ESPINOSA RD	END	2.220
163	1063	COLLINS RD	0108 CASTROVILLE BL	END	0.250
164	1064	MERIDIAN RD	0108 CASTROVILLE BL	SH156	2.700
165	1065	CRAZY HORSE CYN RD	1057 OLD STAGE RD	0109 SAN JUAN GR RD	0.340
166	1066	DOLAN RD	0108 CASTROVILLE BL	SH001	3.360
167	1067	ALLISON RD	1096 RAILROAD AVE	0102 SAN JUAN RD	0.400
168	1068	PESANTE RD	SH101	1075 HOLLY HILL DR	1.630
169	1068	PESANTE RD	1075 HOLLY HILL DR	END	1.070
170	1069	MANZANITA CIR	0108 CASTROVILLE BL	0108 CASTROVILLE BL	0.270
171	1070	CROSS RD	1112 REESE CIR	1068 PESANTE RD	0.720
172	1071	MILLER RD	1028 SILL RD	1LL06 OVERPASS RD	0.350
173	1072	BLACKIE RD	1072 BLACKIE RD	SH101	0.000
174	1072	BLACKIE RD	SH101	SH183	4.900
175	1073	KING RD	1068 PESANTE RD	8603 KING RD	0.240
176	1074	PRESTON RD	SH183	END	0.660
177	1075	HOLLY HILL DR	1068 PESANTE RD	END	0.850
178	1076	MAHER CT	1015 MAHER RD	END	0.320
179	1077	MESSICK RD	SH101	END	0.190
180	1078	VIA DEL SOL RD	0113 ECHO VLY RD	END	0.460
181	1079	KIRBY RD	0103 ELKHORN RD	END	0.230
182	1080	ROGGE RD	0109 SAN JUAN GR RD	CITY OF SALINAS LINE	0.460
183	1082	OLD NATIVIDAD RD	0114 NATIVIDAD RD	END	1.010
184	1084	LAGUNITA RD	1059 MIDDLEFIELD RD	0109 SAN JUAN GR RD	0.140
185	1086	STIRLING RD	0109 SAN JUAN GR RD	END	0.210
186	1088	WHITE RD	1089 SCHOCH RD	END	0.080
187	1089	SCHOCH RD	1035 MARTINES RD	END	0.160
188	1090	POTRERO RD	SH001	END	0.480
189	1094	ORCHARD LN	1043 POLLOCK LN	END	0.310
190	1096	RAILROAD AVE	0124 SALINAS RD	1067 ALLISON RD	0.720
191	1112	REESE CIR	SH101	END	0.550

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
192	1113	RALPH LN	SH101	END	0.500
193	1114	MERIDIAN SPUR	SH156	END	0.130
194	1116	AVILA RD	1066 DOLAN RD	1066 DOLAN RD	0.320
195	1117	RUSSO RD	1066 DOLAN RD	0103 ELKHORN RD	0.420
196	1118	LEWIS CT	1026 LEWIS RD	END	0.110
197	1119	LINDA VISTA PL	1054 MORO RD	END	0.170
198	1121	KORTRIGHT LN	0115 AROMAS RD	END	0.020
199	1123	NEPONSET RD	SH001	1122 DEL MONTE BLVD	0.160
200	1124	ARTICHOKE RD	0122 MOLERA RD	END	1.000
201	1125	MONTEREY DUNES WY	0122 MOLERA RD	END	0.400
202	1126	VIERRA KNOLLS DR	1058 VIERRA CYN RD	END	0.150
203	1127	GAIL CT	1126 VIERRA KNOLLS	END	0.020
204	1128	COMMERCIAL PKWY	1072 BLACKIE RD	1072 BLACKIE RD	1.020
205	1129	COOPER RD	SH183	0101 NASHUA RD	1.330
206	1130	MCFADDEN RD	0127 COOPER RD	SH183	2.120
207	1131	ARMSTRONG RD	0125 BLANCO RD	1130 MCFADDEN RD	0.920
208	1131	ARMSTRONG RD	1130 MCFADDEN RD	SH183	0.000
209	1132	HITCHCOCK RD	0125 BLANCO RD	SHO68	3.560
210	1133	OLD CEMETERY RD	SH 1183	END	0.040
211	1134	MARKET CIR	SH183	END	0.190
212	1135	EL RANCHO WY	1041 BORONDA RD	1148 POST DR	0.370
213	1136	ALVIN DR EXT	1041 BORONDA RD	SALINAS CITY LIMIT	0.000
214	1137	FOSTER RD	SH068	0126 DAVIS RD	2.000
215	1138	HARRIS RD	URL .3M E/RAILROAD AVE	URL .38M SW/ABBOTT ST	1.860
216	1138	HARRIS RD	SPRECKELS BLVD	URL .3M E/RAILROAD AVE	0.210
217	1139	SPRECKELS LN	0133 SPRECKELS BL	END	0.160
218	1140	HARTNELL RD	0130 ALISAL RD	SH101	1.670
219	1141	ZABALA RD	0130 ALISAL RD	0111 OLD STAGE RD	2.060
220	1142	ECKHART RD	0136 SPENCE RD	END	0.220
221	1143	POTTER RD	0111 OLD STAGE RD	SH101	2.070
222	1144	ROSEHART WY	1143 POTTER RD	1143 POTTER RD	0.390
223	1145	ESPERANZA RD	SH101	0111 OLD STAGE RD	1.940
224	1146	SOMAVIA RD	SH101	END	1.330
225	1147	ENCINAL RD	0111 OLD STAGE RD	END	1.370
226	1148	POST DR	128 CALLE DEL ADOBE	1135 EL RANCH WY	0.050
227	1149	HILLTOP RD	1008 JENSEN RD	1PJ05 SALINAS RD	1.100
228	1150	HARRY ELLINGWOOD RD	8844 BALLANTREE LN (PRIVATE)	END	0.360
229	2003	PORTOLA DR	END	0206 RESERVATION RD	1.410

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
230	2008	CREEKSIDE TER	2003 PORTOLA DR	END	0.200
231	2013	CALERA CYN RD	223 CORRAL DE TIERRA	END	1.250
232	2015	UNDERWOOD RD	223 CORRAL DE TIERRA	END	2.160
233	2017	CORRAL DEL CIELO	0222 SAN BENANCIO CYN RD	END	0.800
234	2019	LAGUNA RD	0210 RIVER RD	2020 ABBOTT RD	0.470
235	2020	ABBOTT RD	2019 LAGUNA RD	2025 COREY RD	0.880
236	2021	VIOLINI RD	2020 ABBOTT RD	END	0.270
237	2022	PANZIERA RD	0206 RESERVATION RD	END	0.660
238	2023	BUENA VISTA RD	2020 ABBOTT RD	END	0.720
239	2024	HARPER CYN RD	0222 SAN BENANCIO RD	END	0.820
240	2025	COREY RD	2020 ABBOTT RD	0210 RIVER RD	0.470
241	2027	PARKER RD	0210 RIVER RD	8735 PARKER RD	1.030
242	2029	LAPIS RD	2122 DEL MONTE BL	2122 DEL MONTE BL	1.250
243	2031	TORO RD	2034 ROBLEY RD	END	1.370
244	2032	CORRAL DE TIERRA TRC	0223 TIERRA RD	END	0.230
245	2033	MESA DEL SOL	0223 TIERRA RD	END	0.280
246	2034	ROBLEY RD	0205 LAURELES GRADE	0223 TIERRA RD	1.810
247	2041	BORONDA RD	0128 CALLE DEL ADOBE	1039 SAN JON RD	2.010
248	2059	117 DRIVE	SH068	END	0.220
249	2062	HILLTOWN RD	0206 RESERVATION RD	END	0.300
250	2066	VISTA DORADA	0223 CORRAL TIERRA	END	0.180
251	2068	TORO HILLS DR	2069 TORO HILLS AVE	END	0.470
252	2069	TORO HILLS AVE	2003A PORTOLA DR	2068 TORO HILLS DR	0.300
253	2070	TORO HILLS CT	2068 TORO HILLS	END	0.050
254	2084	MONTE RD	1031 MONTE RD	2122 DEL MONTE BLVD	0.720
255	2085	RIO RD	CML	SH001	0.440
256	2085	RIO RD	SH001	2RV27 CARMEL RANCHO	0.330
257	2085	RIO RD	2RV27 CARMEL RANCHO	END	0.200
258	2085	RIO RD	2085 RIO RD	2085	0.000
259	2085	RIO RD	2085 RIO RD	0209A CARMEL VLY RD	0.100
260	2086	SCHULTE RD	0209A CARMEL VLY RD	8129	0.740
261	2087	SCARLETT RD	0209A CARMEL VLY RD	0209A CARMEL VLY RD	0.790
262	2088	ROBINSON CYN RD	0209A CARMEL VLY RD	8030	10.900
263	2089	RANCHO FIESTA RD	0209A CARMEL VLY RD	2RC2 MIRAMONTE RD	0.760
264	2090	CACHAGUA RD	0209B CARMEL VLY RD	2091 TASSAJARA RD	10.500
265	2091	TASSAJARA RD	LOS PADRES NF	END	9.230
266	2091	TASSAJARA RD	0209C CARMEL VALLEY R	LOS PADRES NF	9.630
267	2092	NASON RD	2090 CACHAGUA RD	8014	0.120

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
268	2093	PALO COLORADO RD	SH001	8029	7.600
269	2094	GARRAPATOS RD	2093 PALO COLORADO	END	1.050
270	2095	COAST RD	SH001	SH001	10.480
271	2101	ROSSI ST EXT	SAL	1041	0.000
272	2122	DEL MONTE BLVD	MARINA CITY LIMIT	SH 001	1.400
273	2123	NEPONSET RD	SH 001	8571	0.320
274	2222	BIRDSEYE RD	SAL	2005 HARRIS RD	0.000
275	2223	DE LA TORRE EXT	SAL	1041 BORONDA RD	0.000
276	2225	INTER-GARRISON RD	0.09M SW/ABRAMS DR	RESERVATION ROAD	1.500
277	2226	DURHAM RD	SEVENTH AVE	EIGHTH AVE	0.150
278	2227	SEVENTH AVE	DURHAM RD	GIGLING RD	0.160
279	2228	EIGHTH AVE	DURHAM RD	GIGLING RD	0.170
280	3000	CEDAR AVE	0306A ARROYO SECO RD	END	0.340
281	3001	IVERSON RD	3020 GLORIA RD	0304 OLD STAGE RD	6.800
282	3003	CAMPHORA GLORIA RD	3020 GLORIA RD	3051 SILLIMAN	5.590
283	3007	BRYANT CYN RD	SH146	END	5.330
284	3010	PATRICIA LANE	SH101	END	0.950
285	3011	FOOTHILL RD	3013	0310 RIVER RD	3.850
286	3012	CHUALAR CYN RD	0304 OLD STAGE RD	END	6.000
287	3013	PARAISO SPRINGS RD	0306A ARROYO SECO RD	END	5.670
288	3015	LOS COCHES RD	0306A ARROYO SECO RD	3032 THORNE RD	4.520
289	3017	PEACH RD	3032 THORNE RD	3GF03 CANAL ST	0.000
290	3018	JOHNSON CYN RD	GNZ	8186 JOHNSON CYN RD	2.150
291	3019	RELIZ CYN RD	LOS PADRES NF	END	2.500
292	3019	RELIZ CYN RD	316 ELM AVE	LOS PADRES NF	4.260
293	3020	GLORIA RD	0318 ALTA ST	SBT CO	9.640
294	3021	OASIS RD	0315 SAN LUCAS RD	305 JOLON RD	5.870
295	3023	SUSAN LN	SH101	END	0.970
296	3024	MISSION RD	3011 FOOTHILL RD	0310C FT ROMIE RD	0.880
297	3025	EL CAMINO REAL	SH101	GNFD	0.200
298	3026	COLONY RD	0310B FT ROMIE RD	3011 FOOTHILL RD	1.460
299	3027	RAMUS RD	SH146	END	1.320
300	3028	MILE END	3011 FOOTHILL RD	3028A LUCERNE ST	1.270
301	3029	SYCAMORE FLAT RD	306 ARROYO SECO RD	END	0.700
302	3030	PRIVATE NO TWO RD	0310B FT ROMIE RD	3011 FOOTHILL RD	1.460
303	3032	THORNE RD	0306A ARROYO SECO RD	EL CAMINO REAL	3.520
304	3034	HUDSON RD	END	END	2.050
305	3035	CARR RD	3074 CORDA RD	END	0.520

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
306	3036	TOPO RD	0301 METZ RD	END	0.160
307	3037	FANOE RD	3016 ASSOCIATED LN	GNZ	0.620
308	3038	SHORT RD	0302 GONZALES RIVER	END	0.090
309	3039	BURNS RD	3066 PINE CYN RD	END	0.170
310	3040	ESPINOSA RD	3023 SUSAN	END	0.960
311	3040	ESPINOSA RD	0316 ELM	3010 PATRICIA	2.800
312	3041	ENFIELD RD	3066 PINE CYN RD	3RE02 CROWN AVE	0.190
313	3042	UNDERWOOD RD	SH101	END	1.260
314	3043	MERRITT ST	3066 PINE CYN RD	3RE02 CROWN AVE	0.520
315	3044	LAGOMARSINO AVE	SH101	0312 CENTRAL AVE	1.850
316	3045	DOUD RD	0306B ARROYO SECO RD	END	1.570
317	3046	HOBSON AVE	SH101	8068	2.690
318	3047	VIDA RD	0306B ARROYO SECO RD	7005 VIDA RD	0.020
319	3048	TEAGUE AVE	END	0312 CENTRAL AVE	1.640
320	3049	FRONT ST	SOL	SH101	0.390
321	3051	SILLIMAN RD	SOL	SH101	1.120
322	3052	LONOAK RD	SH025	CO LINE	0.100
323	3052	LONOAK RD	CO LINE	KNC	9.120
324	3053	MCCOY RD	3003 CAMPHORA GLORIA	END	1.030
325	3055	MORISOLI RD	SH101	END	0.600
326	3056	ESCOLLE RD	0310 RIVER RD	8346 ESCOLLE RD	0.800
327	3057	FABRY RD	SH146	END	1.440
328	3058	SANCHEZ RD	0310 RIVER RD	END	2.280
329	3060	FAIRVIEW RD	0310 RIVER RD	END	1.280
330	3061	TAVERNETTI RD	3020 GLORIA RD	8080	1.450
331	3062	CLARK RD	3013 PARAISO SPR RD	0306A ARROYO SECO RD	1.340
332	3063	FOLETTA RD	0318 ALTA ST	0314 CHUALAR RIVER RD	4.210
333	3064	KITZMILLER RD	0310B FT ROMIE RD	END	0.390
334	3065	LANINI RD	0318 ALTA ST	END	1.510
335	3066	PINE CYN RD	END	305 JOLON RD	0.190
336	3066	PINE CYN RD	305 JOLON RD	END	9.610
337	3067	MESA VERDE RD	KNC	END	2.690
338	3068	WILD HORSE RD	3067 MESA VERDE RD	END	8.860
339	3069	CATTLEMEN RD	3068 WILD HORSE RD	SH198	5.590
340	3070	LIMEKILN RD	0310 RIVER RD	END	1.250
341	3072	THOMPSON CYN RD	0312 CENTRAL AVE	END	1.700
342	3074	CORDA RD	0318 ALTA ST	END	1.220
343	3075	BUNTE RD	402 LOCKWOOD SAN LUCAS RD	END	1.250

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
344	3076	FREEMAN FLAT RD	3068 WILD HORSE RD	SH198	4.520
345	3077	LEWIS CREEK RD	CO LINE	END	6.100
346	3078	ACCESS RD	LIVINGSTON RD (S) GREENFIELD	3079 LIVINGSTON RD	0.100
347	3079	LIVINGSTON RD	3080 YANKS WY	3078 ACCESS RD	0.160
348	3080	YANKS WAY	SH101	3079 LIVINGSTON RD	0.100
349	4001	PARKFIELD COALINGA	0408 VINEYARD CYN RD	FRE CO	9.470
350	4003	ARGYLE RD	8319 ARGYLE RD	0405 JOLON RD	2.730
351	4004	NACIMIENTO FERGSSN RD	SH001	8317 NACIMIENTO FERGSSN RD	15.880
352	4005	CROSS RD	0406 JOLON RD	END	2.960
353	4006	LOS BURROS RD	SH001	8310	7.850
354	4007	PLASKETT RIDGE RD	SH001	8601 PLASKETT RIDGE RD	1.300
355	4008	LOCKWOOD-JOLON RD	8321 LOCKWOOD-JOLON RD	402 LOCKWOOD-SAN LUCAS RD	3.280
356	4010	MARTINEZ RD	4008 LOCKWOOD JOLON RD	4012 LOCKWOOD SAN ARDO RD	3.040
357	4011	DUDLEY RD	0401 PARIS VLY RD	END	0.900
358	4012	LOCKWOOD SAN ARDO RD	4048 LOCKWOOD	0401 PARIS VLY RD	11.700
359	4013	HESPERIA RD	4015 BRYSON HESPERIA RD	SLO CO	2.080
360	4013	HESPERIA RD	SLO CO LINE	END	0.650
361	4014	BRADLEY LCKWD RD	0406 JOLON RD	0406 JOLON RD	4.850
362	4015	BRYSON HESPERIA RD	4051 INTERLAKE RD	SLO CO	6.190
363	4016	HEINSEN RD	8099 HEINSEN RD	0406 JOLON RD	0.380
364	4017	NEW PLEYTO RD	END	0406 JOLON RD	1.770
365	4018	FRUDDEN RD	8098	0406 JOLON RD	1.030
366	4019	SAN ANTONIO RD	4051 INTERLAKE RD	FLOOD CONT. BDY	1.710
367	4021	PAULSEN RD	0407 LOCKWOOD JOLON	END	0.480
368	4022	VISTA RD	412 NACIMIENTO LAKE DR	8809 VISTA RD	0.430
369	4023	PINE VALLEY RD	SH198	4069 CATTLEMEN RD	8.900
370	4026	COPPERHEAD RD	4015 BRYSON HSPR RD	END	1.750
371	4027	MISSION RD	8313 SULPHER SPRINGS	END	0.300
372	4028	SMITH RD	4013 HESPERIA RD	END	1.500
373	4029	INDIAN VALLEY RD	SLO CO	409 HARE CYN RD	8.750
374	4030	SAPAGUE RD	4015 BRYSON HESPERIA RD	END	1.250
375	4031	BIG SANDY RD	0410 INDIAN VLY RD	8376	2.410
376	4032	PANCHORICO RD	4025 SARGENTS RD	END	9.070
377	4033	PORTUGUESE CYN RD	4042A CROSS CNTRY RD	8003	0.000
378	4034	DEAD MANS GULCH RD	4025 SARGENTS RD	END	1.480
379	4036	LOS LOBOS RD	SH101	END	0.850
380	4037	LOWES CYN RD	4042B CROSS CNTRY RD	SLO CO	2.540
381	4038	WUNPOST RD	END	END	0.840

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
382	4039	HOG CYN RD	4041 RANCHITA CYN RD	SLO CO	1.470
383	4041	RANCHITA CYN RD	SLO CO	4039 HOG CYN RD	3.280
384	4043	ALVARADO RD	SH101	END	0.900
385	4044	TURKEY FLAT RD	0403 CHOLAME RD	END	4.130
386	4045	SLACKS CYN RD	0408 VINEYARD CYN RD	END	8.190
387	4046	WHITE RD	0408 VINEYARD CYN RD	END	0.730
388	4047	PARKFIELD CEM RD	0403 CHOLAME RD	END	0.570
389	4048	LOCKWOOD RD	0407 LOCKWOOD JOLON	4012 LOCKWOOD-SAN ARDO RD	1.010
390	4049	GILLETT RD	0406 JOLON RD	4048 LOCKWOOD RD	0.500
391	4050	MILPITAS RD	8312 MILPITAS RD	3050A INDIANS RD	8.510
392	4051	INTERLAKE RD	0406 JOLON RD	SLO CO	13.990
393	4054	RED HEAD CYN RD	4069 CATTLEMEN RD	END	2.360
394	4055	BRADLEY RD	4056 STONESIFER	0409 HARE CYN RD	2.840
395	4055	BRADLEY RD	0409 HARE CYN RD	SH101	3.630
396	4056	STONESIFER RD	END	END	0.250
397	4058	PLEYTO CEMETERY RD	4051 INTERLAKE RD	END	2.310
398	4059	HESPERIA HALL RD	4015 BRYSON HESPERIA RD	4015 BRYSON HESPERIA RD	0.590
399	4061	GRIFFIN RD	SH198	CO LINE	0.100
400	4062	NORTH FORK RD	SH198	CO LINE	1.910
401	4063	PRIEST VALLEY RD	SH198	END	2.770
402	4064	BERNARDO RD	0401 PARIS VALLEY RD	END	1.050
403	4069	CATTLEMEN RD	SH198	SJ101	11.210
404	6101	LOS NINOS PL	0108 CASTROVILLE BL	END	0.170
405	6102	COMUNIDAD WY	6101 LOS NINOS PL	6106 CORTEZ LN	0.180
406	6103	CAMPO DE CASA DR	6101 LOS NINOS PL	6106 CORTEZ LN	0.260
407	6104	VIVA LN	0108 CASTROVILLE BLVD	END	0.190
408	6105	ESPERANZA CIR	6104 VIVA LN	6104 VIVA LN	0.200
409	6106	CORTEZ LN	6107 LOS ARBOLES CIR	6104 VIVA LN	0.150
410	6107	LOS ARBOLES CIR	6106 CORTEZ LN	6106 CORTEZ LN	0.180
411	6200	OAK TREE PL	END	END	0.260
412	6201	OAK TREE LN	8298 VIA MALPASO	8300 OAK TREE PL	0.060
413	7001	HARRIS CT	1138 HARRIS RD	END	0.000
414	7002	OLD CEMETERY RD	1133 OLD CEMETERY RD	END	0.000
415	7003	HILLCREST RD	1LP04 BAUMANN RD	END	0.000
416	7004	CORRAL DEL CIELO	2017 CORRAL DEL CIELO	END	0.000
417	7005	VIDA RD	3047 VIDA RD	END	0.000
418	0209A	CARMEL VALLEY RD	SH001	URBAN LIMIT	8.470
419	0209A	CARMEL VALLEY RD	URBAN LIMIT	2090 CACHAGUA RD	7.610

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
420	0209B	CARMEL VALLEY RD	2090 CACHAGUA RD	2091 TASSAJARA RD	7.360
421	0209C	CARMEL VALLEY RD	2091 TASSAJARA RD	0309B CARMEL VLY RD	5.640
422	0306A	ARROYO SECO RD	0316 ELM AVE	0310C FT ROMIE RD	8.100
423	0306B	ARROYO SECO RD	0310B FT ROMIE RD	SH101	1.210
424	0309C	CARMEL VALLEY RD	0209C CARMEL VLY RD	0306 ARROYO SECO RD	11.600
425	0310A	RIVER RD EXT	0310B RIVER RD	0306A ARROYO SECO RD	0.000
426	0310B	FORT ROMIE RD	0310 RIVER RD	0306B ARROYO SECO RD	3.880
427	0312A	CENTRAL AVE	SH101	0305 JOLON RD	0.710
428	0316A	ELM AVE	0306A ARROYO SECO RD	316 ELM AVE	0.200
429	0316B	ELM AVE	GNFD	0303 METZ RD	2.030
430	0317A	PAYSON ST	SH101	0317 CHUALAR RD	0.150
431	0320A	ASSOCIATED LN	0320 ASSOCIATED LN	END	0.240
432	1033A	PRUNEDALE NORTH RD	105 SAN MIGUEL CYN RD	SH156	0.820
433	1033B	PRUNEDALE SOUTH RD	SH101	1072 BLACKIE RD	1.120
434	1033C	PRUNEDALE SOUTH RD	1072 BLACKIE RD	1112 REESE CIRCLE	0.560
435	1038A	CARNEROS CT	1038 CARNEROS RD	END	0.020
436	1140A	HARTNELL RD EXT	1140 HARTNELL RD	END	0.140
437	**1AR00**	**AROMAS STS**			
438	1AR01	VIOLA DR	0107 CARPENTERIA RD	END	0.200
439	1AR03	MARCUS ST	1AR06 BLOHM AVE	0115 AROMAS RD	0.230
440	1AR04	VEGA ST	1AR03 MARCUS ST	0107 CARPENTERIA RD	0.140
441	1AR05	BARDUE ST	1AR06 BLOHM AVE	END	0.130
442	1AR06	BLOHM AVE	0107 CARPENTERIA RD	0115 AROMAS RD	0.470
443	1AR08	ROSE AVE	1AR05 BARDUE ST	0107 CARPENTERIA RD	0.070
444	**1BK00**	**BOLSA KNOLLS STS**			
445	1BK01	ENGLAND AVE	1BK02 CORNWALL ST	1BK03 PAUL AVE	0.180
446	1BK02	CORNWALL ST	0109 SAN JUAN GR RD	ILH05 BELLINZONA AVE	0.260
447	1BK03	PAUL AVE	0121 RUSSELL RD	1BK02 CORNWALL ST	0.270
448	1BK04	TREVITHAL ST	1BK03 PAUL AVE	0109 SAN JUAN GR RD	0.090
449	1BK06	PENZANCE ST	0109 SAN JUAN GR RD	1BK03 PAUL AVE	0.090
450	1BK08	NEWLYN ST	1BK03 PAUL AVE	0109 SAN JUAN GR RD	0.100
451	**1BR00**	**EL SAUSAL RO SUBDIVISION**			
452	1BR01	ADDINGTON RD	1BR04 FONTES LN	0128 CALLE DEL ADOBE	0.150
453	1BR02	VIRGINIA AVE	1041 BORONDA RD	1135 EL RANCHO WY	0.240
454	1BR03	HYLAND DR	1135 EL RANCHO WY	END	0.300
455	1BR04	FONTES LN	0226 BORONDA RD	END	0.380
456	1BR05	RANDALL RD	1BR04 FONTES LN	END	0.070
457	1BR06	MADISON LN	1041 BORONDA RD	END	0.350

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
458	1BR07	NANCY DR	1BR04 FONTES LN	END	0.080
459	**1CM00**	**COUNTRY CLUB MEADOWS**			
460	1CM01	AUGUSTA DR	0109 SAN JUAN GRADE RD	1CM02 TAM O SHANTER DR	0.320
461	1CM02	TAM O SHANTER DR	1CM03 PINEHURST LN	END	0.230
462	1CM03	PINEHURST LN	1CM01 AUGUSTA DR	END	0.180
463	1CM04	AUGUSTA CIR	1CM01 AUGUSTA DR	END	0.040
464	1CM05	AUGUSTA CT	1CM01 AUGUSTA DR	END	0.080
465	**1CO00**	**COLONIAL OAK ESTATES**			
466	1CO01	KAREN DR	1050 TUSTIN RD	1C002 LEON ST	0.270
467	1CO02	LEON ST	1CO01 KAREN DR	END	0.320
468	1CO03	WILMA DR	1CO02 LEON ST	END	0.030
469	1CS01	COUNTRY MEADOWS RD	1037 HARRISON RD	1112 REESE CIR	0.640
470	1CS02	MEADOW RIDGE RD	1CS01 COUNTRY MEADOW	END	0.180
471	**1CV00**	**CASTROVILLE**			
472	1CV01	DAVIS ST	1CV22 POOLE ST	1CV16 PRESTON ST	0.190
473	1CV02	SALINAS ST	END	1CV05 HAIGHT ST	0.700
474	1CV03	AXTELL ST	1CV33 BLEVINS WY	1CV04 BENSON RD	0.510
475	1CV04	BENSON RD	1CV03 AXTELL ST	END	0.140
476	1CV05	HAIGHT ST	1CV02 SALINAS ST	1CV14 SPEEGLE ST	0.480
477	1CV06	WASHINGTON ST	8975 TEMBLADERA ST	1CV07 SEYMOUR ST	0.300
478	1CV07	SEYMOUR ST	1CV06 WASHINGTON ST	1CV02 SALINAS ST	0.740
479	1CV08	MEAD ST	8975 TEMBLADERA ST	1CV07 SEYMOUR ST	0.300
480	1CV09	GEIL ST	1CV02 SALINAS	1CV06 WASHINGTON	0.740
481	1CV09	GEIL ST	1CV36 WOOD	1CV28 MAIN	0.190
482	1CV10	COOPER ST	1CV15 TEMBLADERA ST.	END	0.430
483	1CV11	POMBER ST	1CV06 WASHINGTON ST	1CV02 SALINAS ST	0.690
484	1CV12	SANCHEZ ST	1CV07 SEYMOUR ST	1CV15 TEMBLADERA ST	0.310
485	1CV13	MCDOUGALL ST	1CV02 SALINAS ST	1CV06 WASHINGTON ST	0.720
486	1CV14	SPEEGLE ST	1CV15	1CV03 AXTELL ST	0.440
487	1CV15	TEMBLADERA ST	1CV16 PRESTON RD	1CV10 COOPER ST	0.210
488	1CV16	PRESTON ST	1CV01 DAVIS ST	SH001	0.470
489	1CV17	DEL MONTE AVE	END	SH183	0.830
490	1CV18	CRANE ST	1CV01 DAVIS ST	SH183	0.520
491	1CV19	CASTRO ST	1CV36 WOOD ST	1072 BLACKIE	0.280
492	1CV20	RICO ST	1CV18 CRANE ST	SH183	0.560
493	1CV21	JACKSON ST	SH183	1CV30 MORO COJO ST	0.380
494	1CV22	POOLE ST	SH001	1CV01 DAVIS ST	0.440
495	1CV23	CALIFORNIA ST	1CV30 MORO COJO ST	SH183	0.240

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
496	1CV24	UNION ST	SH001	END	0.460
497	1CV25	MERRITT WY	1CV46 PALM ST	1CV48 OAK ST	0.150
498	1CV26	PAJARO ST	1CV03 AXTELL ST	SH001	0.380
499	1CV27	CYPRESS ST	1CV48 OAK ST	END	0.170
500	1CV28	MAIN ST	1CV09 GEIL ST	1CV17 DEL MONTE AVE	0.170
501	1CV29	CYPRESS CIR	1CV48 OAK ST	END	0.050
502	1CV30	MORO COJO ST	END	1CV09 GEIL ST	0.130
503	1CV31	HARO ST	END	SH183	0.200
504	1CV32	PALMER ST	1CV17 DEL MONTE AVE	1CV09 GEIL ST	0.130
505	1CV33	BLEVINS WY	1CV10 COOPER ST	END	0.260
506	1CV34	KOESTER ST	1CV17 DEL MONTE AVE	1CV21 JACKSON ST	0.120
507	1CV36	WOOD ST	1CV17 DEL MONTE AVE	SH183	0.320
508	1CV38	WALSH ST	1CV19 CASTRO ST	SH183	0.200
509	1CV40	MONTEREY ST	SH183	1CV19 CASTRO ST	0.140
510	1CV46	PALM ST	SH183	END	0.090
511	1CV48	OAK ST	SH183	END	0.090
512	1CV50	C2 ALLEY	1CV20 RICO ST	1CV24 UNION ST	0.000
513	1CV51	C3 ALLEY	1CV22 POOLE ST	1CV24 UNION ST	0.000
514	1CV52	C4 ALLEY	1CV26 PAJARO ST	END	0.000
515	1CV53	C5 ALLEY	1CV30 MORO COJO ST	1CV40 MONTEREY ST	0.000
516	1CV54	C6 ALLEY	1CV36 WOOD ST	1072 BLACKIE RD	0.000
517	1CV55		SH001	END	0.000
518	1CV56	VIA LINDA	1CV10 COOPER ST	1CV33 BLEVINS WY	0.100
519	1CV57	ROBERTA PL	1CV56 VIA LINDA	END	0.030
520	**1DF00**	**DELMONTE FARMS**			
521	1DF01	WALKER VALLEY RD	0103 ELKHORN RD	1044 PARADISE RD	1.330
522	1DF02	EMPIRE RD	0103 ELKHORN RD	END	0.230
523	1DF03	ORMART RD	0108 CASTROVILLE BL	1064 MERIDIAN RD	0.440
524	1DF04	OAK VALE RD	0103 ELKHORN RD	END	0.230
525	1DF05	ARCHER RD	1064 MERIDIAN RD	0108 CASTROVILLE BLVD	0.570
526	1DF06	SPRING POINT RD	0103 ELKHORN RD	END	0.420
527	1DF08	KARNER RD	1117 RUSSO RD	1DF10 PARSONS RD	0.230
528	1DF10	PARSONS RD	1DF08 KARNER RD	END	0.500
529	1DF12	BAY VIEW RD	1DF01 WALKER VLY RD	0103 ELKHORN RD	0.530
530	1DF14	AMARAL RD	0103 ELKHORN RD	END	0.440
531	1DF16	DEL MONTE FARMS RD	0108 CASTROVILLE BL	END	1.540
532	**1FL00**	**FRUITLAND ESTATES**			
533	1FL01	FRUITLAND AVE	0124 SALINAS RD	END	0.330

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
534	1FL02	SECONDO WY	1FL01 FRUITLAND AVE	END	0.130
535	1FL03	WELLS RD	1003 HUDSON LDG RD	END	0.250
536	1FL04	SPRING RD	1003 HUDSON LDG RD	END	0.350
537	1FL06	MEADOW WY	1FL01 FRUITLAND AVE	END	0.070
538	1FL08	SUNNY WY	1FL01 FRUITLAND AVE	END	0.070
539	1FL10	VERDE WY	1FL01 FRUITLAND AVE	END	0.080
540	**1GV00**	**GREEN VALLEY ACRES SUBDIVISION**			
541	1GV01	DOT AVE	1052 LANGLEY CYN RD	1GV03 LANGLEY CT	0.070
542	1GV02	MONIQUE AVE	1052 LANGLEY CYN RD	END	0.030
543	1GV03	LANGLEY CT	END	END	0.170
544	1GV04	MELVA AVE	1052 LANGLEY CYN RD	1GV05 CHESTER DR	0.090
545	1GV05	CHESTER DR	END	END	0.170
546	1GV06	FALLEN LEAF LN	1054 MORO RD	8772 RED RIDGE LN	0.340
547	1GV07	SLEEPY HOLLOW LN	1GV06 FALLEN LEAF LN	8775 SLEEPY HOLLOW	0.100
548	**1JS00**	**LOS CARNEROS RANCHO SUBDIVISION**			
549	1JS01	JOHNSON RD	0104 HALL RD	END	0.780
550	1JS03	LIVE OAK RD	1JS01 JOHNSON RD	END	0.840
551	1JS05	MCGINNIS RD	1JS03 LIVE OAK RD	1JS01 JOHNSON RD	0.250
552	**1LH00**	**LA JOYA HEIGHTS**			
553	1LH01	LOCARNO WY	1LH05 BELLINZONA AVE	END	0.180
554	1LH02	GELIMINI WY	1LH01 LOCARNO WY	END	0.030
555	1LH03	TICINO CIR	1LH05 BELLINZONA AVE	END	0.070
556	1LH04	ST MORITZ WY	1LH01 LOCARNO WY	1LH05 BELLINZONA AVE	0.120
557	1LH05	BELLINZONA AVE	1LH07 ASCONA WY	END	0.380
558	1LH06	ALP CIR	1LH05 BELLINZONA AVE	END	0.040
559	1LH07	ASCONA WY	1LH05 BELLINZONA AVE	END	0.030
560	1LL00	**LAS LOMAS SUBDIVISION**			
561	1LL02	BOLING RD	1LL03 LAS LOMAS DR	END	0.300
562	1LL03	LAS LOMAS DR	0104 HALL RD	END	1.600
563	1LL04	CLAUSEN RD	1LL03 LAS LOMAS DR	END	0.300
564	1LL05	GREGORY RD	1LL06 OVERPASS RD	END	0.160
565	1LL06	OVERPASS RD	1LL03 LAS LOMAS DR	1071 MILLER RD	0.320
566	1LL07	THOMAS RD	1LL06 OVERPASS RD	1LL03 LAS LOMAS DR	0.310
567	1LL08	BERRY RD	END	END	0.380
568	1LL09	WILLOW RD	0104 HALL RD	1LL08 BERRY RD	0.170
569	1LL10	EASTON RD	0103 ELKHORN RD	END	0.150
570	1LL11	OAK RD	1LL08 BERRY RD	END	0.110
571	1LL12	WAUGH RD	0103 ELKHORN RD	END	0.230

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
572	1LP00	**LA PLAYA SUBDIVISON**			
573	1LP02	VALLEY RD	1064 MERIDIAN RD	END	0.640
574	1LP03	HILLCREST RD	1LP02 VALLEY RD	1LP04 BAUMANN RD	0.140
575	1LP04	BAUMANN RD	1LP03 HILLCREST RD	END	0.090
576	**1ME00**	**MATTERHORN ESTATES**			
577	1ME01	MATTERHORN PL	1058 VIERRA CYN RD	END	0.250
578	**1ML00**	**MOSS LANDING STS**			
579	1ML01	LAGUNA PL	1090 POTRERO RD	END	0.090
580	1ML02	PIERI CT	1ML01 LAGUNA PL	1025 MOSS LANDING RD	0.220
581	1ML03	ALLEN ST	1025 MOSS LANDING RD	1090 POTRERO RD	0.120
582	**1OH00**	**OAK HILLS**			
583	1OH01	OAK HILLS DR	SH156	1OH03 CHARTER OAK	0.700
584	1OH02	CENTURY OAK RD	1OH01 OAK HILLS DR	1OH03 CHARTER OAK BLVD	0.210
585	1OH03	CHARTER OAK BLVD	END	END	1.950
586	1OH04	VALLEY OAK WY	1OH03 CHARTER OAK BL	END	0.130
587	1OH05	S CENTURY OAK RD	1OH03 CHARTER OAK BL	IOH03 CHARTER OAK BL	0.270
588	1OH06	TAN OAK WY	1OH05 SO CENTURY OAK	END	0.040
589	1OH07	BUR OAK PL	1OH08 HOLLY OAK WY	END	0.030
590	1OH08	HOLLY OAK WY	1OH03 CHARTER OAK BL	END	0.190
591	1OH09	RED OAK PL	1OH03 CHARTER OAK BL	END	0.040
592	1OH10	MEADOW OAK PL	1OH05 SO CENTURY OAK	END	0.110
593	1OH11	GREEN OAK PL	1OH05 SO CENTURY OAK	END	0.110
594	1OH12	CANYON OAK RD	1OH03 CHARTER OAK BL	1OH21 CATHEDRAL OAK	0.480
595	1OH13	SILK OAK PL	1OH12 CYN OAK RD	END	0.050
596	1OH14	MESA OAK WY	1OH01 OAK HILLS DR	END	0.110
597	1OH15	WILLOW OAK RD	10H12 CYN OAK DR	END	0.160
598	1OH16	ACORN CIRCLE	10H15 WILLOW OAK RD	END	0.030
599	1OH17	MOSSY OAK PL	1OH12 CYN OAK RD	END	0.140
600	1OH18	BLUE OAK PL	1OH12 CYN OAK RD	END	0.040
601	1OH19	BLACK OAK PL	1OH12 CYN OAK RD	END	0.080
602	1OH20	PIN OAK PL	1OH12 CYN OAK RD	END	0.030
603	1OH21	CATHEDRAL OAK RD	SH156	10H12 CYN OAK RD	0.270
604	1OH22	MAUL OAK PL	1OH03 CHARTER OAK BL	END	0.090
605	1OH23	ORACLE OAK PL	1OH03 CHARTER OAK BL	END	0.120
606	1OH24	SCARLET OAK PL	1OH23 ORACLE OAK PL	END	0.050
607	1OH25	BLUESTEM PATH	1OH03 CHARTER OAK	END	0.130
608	1OH26	CLOVER TRL	1OH03 CHARTER OAK	END	0.110
609	1OH27	SANDBUR PL	1OH25 BLUESTEM	END	0.160

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
610	1OH28	POA WY	1OH27 SANDBUR	1OH29 TREFOIL	0.060
611	1OH29	TREFOIL PL	1OH03 CHARTER OAK	END	0.160
612	1OH30	FOXTAIL PL	1OH03 CHARTER OAK	END	0.030
613	1OH31	ARROWLEAF TRL	10H03 CHARTER OAK BL	END	0.260
614	1OH32	COLONIAL PL	1OH03 CHARTER OAK	END	0.060
615	1OH33	RYE CT	1OH32 COLONIAL	END	0.030
616	1OH34	MADRAS PL	10H03 CHARTER OAK BL	END	0.050
617	1OH35	MIMOSA PATH	10H03 CHARTER OAK BL	END	0.060
618	1OH36	TIMOTHY PATH	10H03 CHARTER OAK BL	END	0.090
619	1OH37	BROME TRL	10H03 CHARTER OAK BL	END	0.090
620	1OH38	PAMPUS PATH	10H03 CHARTER OAK BL	END	0.090
621	1OH39	BROOKGRASS PL	10H03 CHARTER OAK BL	END	0.120
622	1OH40	COCKLE BUR CT	END	END	0.070
623	**1OP00**	**OAK PARK SUBDIVISION**			
624	1OP01	CORNWALL ST	0109 SAN JUAN GR RD	1OP03 KELTON DR	0.060
625	1OP02	PENZANCE ST	0109 SAN JUAN GR RD	1PV06 JADE DR	0.470
626	1OP03	KELTON DR	1080 ROGGE RD	1OP08 NORMAN WY	0.320
627	1OP04	MEDBURY DR	1OP02 PENZANCE ST	END	0.120
628	1OP05	DEXTER DR	END	END	0.190
629	1OP06	BOLLENBACHER DR	1080 ROGGE RD	1OP02 PENZANCE ST	0.220
630	1OP07	PINGREE WY	10P08 NORMAN WY	1OP06 BOLLENBACHER R	0.250
631	1OP08	NORMAN WY	10P03 KELTON DR	10P07 PINGREE WY	0.270
632	**1PJ00**	**PAJARO**			
633	1PJ01	GONDA ST	0102 SAN JUAN RD	END	0.160
634	1PJ03	SUSAN ST	0102 SAN JUAN RD	END	0.130
635	1PJ04	ELSA ST	1PJ01 GONDA ST	END	0.050
636	1PJ05	SALINAS RD	1149 HILLTOP RD	0102 SAN JUAN RD	3.250
637	1PJ06	SAN JUAN RD	0123 PORTER DR	END	0.100
638	1PJ07	KENTS CT	1096 RAILROAD AVE	END	0.070
639	1PJ09	FLORENCE ST	1PJ14 JONATHAN ST	END	0.150
640	1PJ10	STENDER AVE	0124 SALINAS RD	END	0.110
641	1PJ11	BROOKLYN ST	1PJ06 SAN JUAN RD	1PJ12 BISHOP ST	0.190
642	1PJ12	BISHOP ST	1PJ09 FLORENCE ST	0124 SALINAS RD	0.120
643	1PJ14	JONATHAN ST	0124 SALINAS RD	END	0.150
644	1PJ18	FREMONT ST	0124 SALINAS RD	END	0.130
645	1PJ20	ASSOCIATED LN	0124 SALINAS RD	END	0.080
646	1PJ22	CAYETANO ST	1PJ09 FLORENCE ST	1PJ09 FLORENCE ST	0.150
647	**1PL00**	**PARADISE LAKE SUBDIVISION**			

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
648	1PL01	LAKEVIEW DR	1044 PARADISE RD	END	0.390
649	1PL02	SAGE CT	1PL01 LAKEVIEW DR	END	0.090
650	1PL03	VERDE DR	1PL01 LAKEVIEW DR	END	0.100
651	**1PP00**	**PARADISE PARK SUBDIVISION**			
652	1PP01	ASSISI WY	1113 RALPH LN	1PP02 DAMIAN WY	0.420
653	1PP02	DAMIAN WY	1PP01 ASSISI WY	END	0.270
654	**1PV00**	**PLEASANT VIEW SUBDIVISION**			
655	1PV01	ONYX CT	1OP02 PENZANCE ST	END	0.090
656	1PV02	JADE CIR	1OP02 PENZANCE ST	END	0.030
657	1PV03	AGATE CIR	1PV07 JASPER WY	END	0.040
658	1PV04	OPAL CT	1PV07 JASPER WY	END	0.040
659	1PV05	TOPAZ WY	1PV06 JADE DR	END	0.030
660	1PV06	JADE DR	1080 ROGGE RD	1OP02 PENZANCE ST	0.170
661	1PV07	JASPER WY	1080 ROGGE RD	1OP02 PENZANCE ST	0.190
662	**1RB00**	**RANCHO BORROMEO**			
663	1RB01	ARRIBA WY	1RB03 BORROMEO DR	END	0.080
664	1RB02	FIESTA WY	1RB03 BORROMEO DR	END	0.050
665	1RB03	BORROMEO DR	1072 BLACKIE RD	END	0.250
666	**1SJ00**	**SAN JUAN ACRES SUBDIVISION**			
667	1SJ01	PAUL AVE	1BK02 CORNWALL ST	END	0.250
668	1SJ02	ROGGE RD	0109 SAN JUAN GR RD	1SJ01 PAUL AVE	0.090
669	1SJ04	DENNER RD	1SJ01 PAUL AVE	0109 SAN JUAN GR RD	0.090
670	**1SP00**	**SPRECKELS**			
671	1SP02	FIFTH ST	NATIONAL AVE	0132 HATTON AVE	0.190
672	1SP03	LLANO AVE	1SP02 FIFTH ST	0133 SPRECKELS BLVD	0.300
673	1SP04	FOURTH ST	1SP05 RAILROAD AVE	NATIONAL AVE	0.310
674	1SP05	RAILROAD AVE	0133 SPRECKELS BL	END	0.280
675	1SP06	THIRD ST	1SP05 RAILROAD AVE	NATIONAL AVE	0.270
676	1SP07	NATIONAL AVE	0133 SPRECKELS BLVD	1SP02 FIFTH ST	0.300
677	1SP08	SECOND ST	NATIONAL AVE	1SP05 RAILROAD AVE	0.340
678	1SP10	FIRST ST	NATIONAL AVE	1SP05 RAILROAD AVE	0.310
679	**1SS00**	**SAN SOUCI SUBDIVISION**			
680	1SS01	BRENTWOOD CT	1050 TUSTIN RD	8813 BRENTWOOD CT	0.140
681	2003A	PORTOLA DR	END	SH068	1.480
682	2017B	PINE CYN RD	0210 RIVER RD	END	1.980
683	**2AP00**	**AMBLER PARK SUBDIVISION**			
684	2AP01	PASEO DE VAQUEROS	0222 SAN BENANCIO RD	END	0.350
685	2AP02	PASEO PRIMERO	2AP01 PASEO DE VAQUEROS	2AP08 PASEO HERMOSO	0.090

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
686	2AP03	PASEO CUARTO	2AP01 PASEO DE VAQUEROS	2AP01 PASEO DE VAQUEROS	0.180
687	2AP04	PASEO SEGUNDO	2AP08 PASEO HERMOSO	2AP01 PASEO DEVAQUEROS	0.090
688	2AP06	PASEO TERCERO	2AP01 PASEO DE VAQUEROS	2AP08 PASEO HERMOSO	0.100
689	2AP08	PASEO HERMOSO	0222 SAN BENANCIO RD	END	0.590
690	**2AV00**	**ALTA VISTA**			
691	2AV01	MANZANITA WY	2AV02 MESA RD	2AV04 WILDWOOD WY	0.130
692	2AV02	MESA RD	2017B PINE CYN RD	END	0.120
693	2AV03	LIVE OAKS WY	2017B PINE CYN RD	END	0.050
694	2AV04	WILDWOOD WY	2AV01 MANZANITA WY	2AV01 MANZANITA WY	0.350
695	2AV06	LAUREL LN	2017B PINE CYN RD	END	0.040
696	**2CE00**	**COAST RIDGE ESTATES SUBDIVISION**			
697	2CE01	COAST RIDGE DR	2CE02 MAL PASO RD	8358 SAN REMO DR	0.350
698	2CE02	MAL PASO RD	SH001	2CE01 COAST RIDGE RD	0.070
699	2CE03	MAL PASO LN	2CE02 MAL PASO RD	END	0.060
700	**2CH00**	**CARMEL HIGHLANDS**			
701	2CH01	CORONA WY	2CH02 CORONA RD	END	0.110
702	2CH02	CORONA RD	SH001	END	0.730
703	2CH03	CYPRESS WY	2CH10 HIGHLANDS DR	2CH04 FERN CYN RD	0.480
704	2CH04	FERN CYN RD	SH001	2CH10 HIGHLANDS DR	0.950
705	2CH05	MT DEVON RD	2CH03 CYPRESS WY	8342 MT DEVON RD	1.030
706	2CH06	BOYD WY	2CH05 MT DEVON RD	END	0.060
707	2CH07	SPINDRIFT RD	SH001	SH001	0.890
708	2CH09	LOWER WALDEN RD	2CH12 PETER PAN RD	SH001	0.340
709	2CH10	HIGHLANDS DR	SH001	2CH03 CYPRESS RD	0.520
710	2CH11	UPPER WALDEN RD	2CH12 PETER PAN RD	2CH09 LOWER WALDEN RD	0.640
711	2CH12	PETER PAN RD	SH001	END	0.490
712	2CH13	CREST RD	2CH11 UP WALDEN RD	END	0.310
713	2CH14	SAN REMO RD	SH001	8358 SAN REMO DR	0.270
714	2CH15	OAK WY	2CH04 FERN CYN RD	2CH03 CYPRESS RD	0.160
715	2CH16	SONOMA LN	SH001	END	0.110
716	2CH17	PINE WY	2CH04 FERN CYN RD	2CH10 HIGHLANDS DR	0.150
717	2CH19	SPRUCE WY	2CH02 CORONA RD	2CH04 FERN CYN RD	0.250
718	**2CM00**	**CARMEL MEADOWS**			
719	2CM01	MARIPOSA CT	2CM02 RIBERA RD	END	0.020
720	2CM02	RIBERA RD	SH001	END	0.730
721	2CM03	CUESTA WY	2CM02 RIBERA RD	END	0.180
722	2CM04	PRADERA RD	2CM02 RIBERA RD	2CM03 CUESTA WY	0.300
723	2CM05	MEADOW WY	2CM04 PRADERA RD	2CM02 RIBERA RD	0.050

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
724	2CM06	CALLE LA CRUZ	2CM02 RIBERA RD	END	0.060
725	2CM07	ARRIBA WY	2CM03 CUESTA WY	2CM04 PRADERA RD	0.050
726	2CM08	HILLCREST CIR	2CM03 CUESTA WY	END	0.030
727	**2CO00**	**CORRAL DE TIERRA OAKS SUBDIVSION**			
728	2CO01	AVENIDA PRINCIPAL	223 CORRAL DE TIERRA RD	8697 AVENIDA PRINCIPAL	0.510
729	2CO02	PASEO TERRANO	2C003 CUESTA VERDE	END	0.870
730	2CO03	CUESTA VERDE	END	END	0.370
731	2CO04	PASEO BARRANCO	2C001 AVE PRINCIPAL	END	0.400
732	2CO05	CORTE LINDO	2C004 PASEO BARRANCO	END	0.110
733	2CO06	CORTE BARRANCO	2C004 PASEO BARRANCO	END	0.070
734	**2CP00**	**CARMEL POINT**			
735	2CP01	SCENIC RD	CML	2CP22 CARMELO ST	0.760
736	2CP02	BAY VIEW AVE	SCENIC RD	2CP03 OCEAN VIEW AVE	0.250
737	2CP03	OCEAN VIEW AVE	2CP01 SCENIC RD	2CP01	0.320
738	2CP04	SAN ANTONIO AVE SO	2CP05 INSPIRATION AV	CML	0.250
739	2CP05	INSPIRATION AVE	2CP02 BAY VIEW AVE	2CP09 ISABELLA AVE	0.170
740	2CP06	FOURTEENTH AVE	2CP15 CAMINO REAL	2CP08 15TH AVE	0.230
741	2CP06	FOURTEENTH AVE	2CP04 SAN ANTONIO AV	2CP22 CARMELO	0.070
742	2CP07	HILLTOP PL	2CP05 INSPIRATION AV	2CP04 SAN ANTONIO AV	0.080
743	2CP08	FIFTEENTH AVE	2CP19 DOLORES ST	2CP04 SAN ANTONIO AV	0.390
744	2CP09	ISABELLA AVE	2CP01 SCENIC RD	2CP04 SAN ANTONIO AV	0.250
745	2CP10	WALKER AVE	2CP17 MONTE VERDE ST	2CP15 CAMINO REAL	0.100
746	2CP11	VALLEY VIEW AVE	2CP08 15TH ST	2CP01 SCENIC RD	0.270
747	2CP12	SIXTEENTH AVE	2CP09 ISABELLA AVE	2CP22 CARMELO ST	0.100
748	2CP12	SIXTEENTH AVE	2CP22 CARMELO ST	END	0.210
749	2CP13	RIO AVE	2CP16 17TH ST	2CP12 16TH ST	0.110
750	2CP14	STEWART WY	2CP05 INSPIRATION AV	2CP01 SCENIC RD	0.100
751	2CP15	CAMINO REAL	CML	END	0.270
752	2CP16	SEVENTEENTH AVE	2CP11 VALLEY VIEW AV	2CP22 CARMELO ST	0.090
753	2CP17	MONTE VERDE ST	CML	END	0.220
754	2CP19	DOLORES ST	2CP20 LASUEN DR	CML	0.120
755	2CP20	LASUEN DR	CML	2CP19 DOLORES ST	0.070
756	2CP22	CARMELO ST	2CP01 SCENIC RD	CML	0.430
757	2CP23	MARTIN WY	21CP01 SCENIC RD	2CP04 SAN ANTONIO AV	0.090
758	2CP25	RIVER PARK PL	2CP12 16TH AVE	END	0.050
759	**2CR00**	**RANCHO CANADA SUBDIVISION**			
760	2CR01	BROOKDALE DR	0209A CARMEL VLY RD	8498 RCHO SAN CARLOS	0.750
761	2CR02	BONITA WY	2CR01 BROOKDALE DR	END	0.070

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
762	2CR03	PASEO ROBLES	2CR01 BROOKDALE DR	END	0.150
763	2CR04	CANADA WY	2CR01 BROOKDALE DR	0209A CARMEL VLY RD	0.130
764	2CR05	GLEN PL	2CR01 BROOKDALE DR	END	0.130
765	2CR06	PANCHO WY	2CR01 BROOKDALE DR	END	0.060
766	**2CV00**	**CARMEL VALLEY**			
767	2CV01	PHELPS WY	0209A CARMEL VLY RD	END	0.050
768	2CV02	WHITE OAKS WY	2CV03 RANCHO RD	END	0.070
769	2CV03	RANCHO RD	0209A CARMEL VLY RD	2CV08 MIDDLE CYN RD	0.790
770	2CV04	MARQUARD RD	2CV03 RANCHO RD	END	0.180
771	2CV05	BORONDA RD	0209A CARMEL VLY RD	2CV09 GARZAS RD	0.570
772	2CV06	LIVE OAK LN	2CV03 RANCHO RD	END	0.140
773	2CV07	ALISO RD	2CV05 BORONDA RD	END	0.170
774	2CV08	MIDDLE CYN RD	2CV03 RANCHO RD	8710 MIDDLE CYN RD	0.410
775	2CV09	EAST GARZAS RD	END	2CV05 BORONDA RD	0.400
776	2CV10	MIDDLE CYN WY	2CV03 RANCHO RD	END	0.080
777	2CV11	NIDO WY	2CV14 CNTRY CLUB DR	END	0.060
778	2CV12	VIA POCA	2CV09 GARZAS RD	END	0.040
779	2CV13	BARBARA WY	2CV14 CNTRY CLUB DR	END	0.060
780	2CV14	COUNTRY CLUB DR	0209A CARMEL VLY RD	END	1.300
781	2CV15	RIDGE WY	2CV14 CNTRY CLUB DR	END	0.130
782	2CV16	COUNTRY CLUB WY	2CV14 CNTRY CLUB DR	END	0.070
783	2CV17	HORIZON WY	2CV14 CNTRY CLUB DR	END	0.040
784	2CV18	LAUREL DR	0209A CARMEL VLY RD	END	1.010
785	2CV19	MEADOW PL	2CV52 PANETTA RD	8258	0.080
786	2CV20	TOYON WY	2CV18 LAUREL DR	END	0.180
787	2CV21	DEER MEADOW PL	2CV18 LAUREL DR	END	0.060
788	2CV22	FORD RD	0209A CARMEL VLY RD	2CV35 HOLMAN RD	1.060
789	2CV23	PILOT RD	2CV28 VIA CONTENTA	0209A CARMEL VLY RD	0.210
790	2CV24	LUPIN LN	2CV22 FORD RD	2CV33 EL CAMINITO RD	0.310
791	2CV25	VILLAGE DR	0209A CARMEL VLY RD	2CV42 PASO HONDO	0.290
792	2CV26	LILAC LN	2CV30 POPPY RD	2CV22 FORD RD	0.280
793	2CV27	PURTON LN	0209A CARMEL VLY RD	2CV36 CENTER ST	0.030
794	2CV28	VIA CONTENTA	0209A CARMEL VLY RD	2CV22 FORD RD	0.600
795	2CV29	CHAMBERS LN	2CV36 CENTER ST	0209A CARMEL VLY RD	0.030
796	2CV30	POPPY RD	2CV35 HOLMAN RD	2CV44 FLIGHT RD	0.410
797	2CV31	DE AMARAL RD	2CV04 MARQUARD RD	END	0.210
798	2CV32	MERRILL WY	2CV33 EL CAMMITO RD	END	0.070
799	2CV33	EL CAMINITO RD	2CV24 LUPIN LN	END	1.970

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
800	2CV33	EL CAMINITO RD	0209A CARMEL VLY RD	2CV28 VIA CONTENTA	0.140
801	2CV34	DEL FINO PL	2CV23 PILOT RD	0209A CARMEL VLY RD	0.090
802	2CV35	HOLMAN RD	0209A CARMEL VLY RD	8261	0.330
803	2CV36	CENTER ST	END	END	0.030
804	2CV37	VALLE VISTA	0209A CARMEL VLY RD	END	0.200
805	2CV38	PASO CRESTA	2CV42 PASO HONDO	2CV42 PASO HONDO	0.330
806	2CV39	CHAPARRAL RD	2CV33 EL CAMINITO RD	2CV33 EL CAMINITO RD	1.010
807	2CV40	PASO MEDIANO	2CV42 PASO HONDO	2CV42	0.170
808	2CV41	LOMA LN	2CV14 COUNTRY CLUB LN	END	0.030
809	2CV42	PASO HONDO	0209A CARMEL VLY RD	END	1.050
810	2CV43	PABLO PL	2CV14 CNTRY CLUB LN	END	0.060
811	2CV44	FLIGHT RD	0209A CARMEL VLY RD	2CV35 HOLMAN RD	0.370
812	2CV45	JET LN	2CV18 LAUREL DR	END	0.080
813	2CV46	STORY RD	2CV22 FORD RD	END	0.060
814	2CV47	VIRGINIA WY	2CV28 VIA CONTENTA	END	0.030
815	2CV48	PASO DEL RIO	2CV49 V LAS ENCINAS	END	0.200
816	2CV49	VIA LAS ENCINAS	2CV09 GARZAS RD	END	0.340
817	2CV50	WEST GARZAS RD	2CV05 BORONDA RD	END	0.520
818	2CV51	VIA MILPITAS	5CV33 EL CAMINITO	END	0.260
819	2CV52	PANETTA RD	0209A CARMEL VLY RD	END	0.400
820	**2CW00**	**CARMEL WOODS**			
821	2CW01	PESCADERO RD	2CW09 SAN MARCUS ST	CML	0.740
822	2CW02	SAN JUAN RD	2CW01 PESCADERO RD	2CW04 SAN LUIS AVE	0.550
823	2CW03	DOLORES ST	CML	2CW07 ALTA AVE	0.280
824	2CW04	SAN LUIS AVE	SH001	SH001	0.590
825	2CW05	CASTRO LN	2CW01 PESCADERO RD	2CW03 DOLORES ST	0.140
826	2CW06	SAN MATEO AVE	2CW04 SAN LUIS AVE	2CW04 SAN LUIS AVE	0.270
827	2CW07	ALTA AVE	2CW03 DOLORES ST	2CW10 CAMINO DEL MONTE	0.070
828	2CW08	SAN LUCAS RD	2CW09 SAN MARCUS ST	2CW04 SAN LUIS ST	0.140
829	2CW09	SAN MARCOS RD	2CW10 CAMINO DEL MONTE	2CW02 SAN JUAN RD	0.170
830	2CW10	CAMINO DEL MONTE	2CW25 CARPENTER ST	2CW12 SERRA AVE	0.380
831	2CW10	CAMINO DEL MONTE	2CW12 SERRA AVE	CML	0.170
832	2CW11	PORTOLA RD	2CW02 SAN JUAN RD	2CW12 SERRA AVE	0.230
833	2CW12	SERRA AVE	2CW10 CAMINO DEL MON	2CW25 CARPENTER ST	0.280
834	2CW13	SAN PEDRO LN	2CW04 SAN LUIS AVE	2CW04	0.300
835	2CW14	PICO AVE	2CW23 CABRILLO ST	2CW10 CAMINO DEL MONTE	0.160
836	2CW15	SANTA FE ST	2CW10 CAMINO DEL MONTE	CML	0.080
837	2CW16	LORCA LN	2CW10 CAMINO DEL MONTE	CML	0.080

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
838	2CW17	SANTA RITA ST	2CW12 SERRA AVE	CML	0.210
839	2CW18	HANDLEY DR	SH001	END	0.190
840	2CW19	GUADALUPE ST	2CW05 CASTRO LN	CML	0.360
841	2CW20	CRESTVIEW CIR	2CW18 HANDLEY DR	END	0.050
842	2CW21	VALLEY WY	SH001	2CW19 GUADALUPE ST	0.290
843	2CW23	CABRILLO ST	2CW12 SERRA AVE	END	0.130
844	2CW25	CARPENTER ST	CML	SH001	0.380
845	2CW25A	CARPENTER ST	SH001	2RA10 HIGH MEADOW	0.170
846	2CW27	LOWER TRL	2CW21 VALLEY WY	2CW29 UPPER TRL	0.240
847	2CW29	UPPER TRL	2CW25 CARPENTER ST	2CW27 LOWER TRL	0.360
848	2CW31	TORRES ST	2CW10 PORTOLA RD	CML	0.030
849	2CW33	LOBOS ST	2CW21 VALLEY WY	CML	0.020
850	2DO02	VIA MALLORCA	0209A CARMEL VLY RD	END	0.150
851	2DO04	VIA PETRA	0209A CARMEL VLY RD	END	0.120
852	**2GC00**	**CARMEL VALLEY GOLF & COUNTRY CLUB**			
853	2GC01	VALLEY GREENS DR	0509A CARMEL VLY RD	END	1.260
854	2GC01	VALLEY GREENS DR	2GC01 VLY GREENS DR	SH001	0.000
855	2GC02	VALLEY GREENS CIR	2GC01 VLY GREENS DR	2GC02 VALLEY GREENS CIR	0.890
856	2GC03	POPLAR LN	2GC01 VALLEY GREENS DR	END	0.190
857	2GC04	LAKE PLACE	END	END	0.130
858	2GC04	LAKE PLACE	2GC01 VLY GREENS DR	2GC04 LAKE PLACE	0.140
859	2GC05	VALLEY KNOLL RD	2GC01 VLY GREENS DR	END	0.360
860	2GC06	FAIRWY PL	END	END	0.140
861	2GC07	RIVER PLACE	2GC01 VLY GREENS DR	2GC07 RIVER PL	0.100
862	2GC07	RIVER PLACE	END	END	0.130
863	**2HF00**	**HATTON FIELDS**			
864	2HF01	RANDALL WY	2MF04 4TH AVE	232 OCEAN AVE	0.170
865	2HF02	THIRD AVE	SH001	2HF03 HATTON RD	0.060
866	2HF02	THIRD AVE	2HF03 HATTON RD	CML	0.070
867	2HF03	HATTON RD	2HF09 MESA DR	END	1.220
868	2HF04	FOURTH AVE	2HF03 HATTON RD	CML	0.080
869	2HF05	SHAFTER WY	2HF16 MTN VIEW AVE	2HF03 HATTON RD	0.290
870	2HF08	FIFTH AVE	2HF01 RANDALL WY	CML	0.040
871	2HF09	MESA DR	2HF22 TREVIS WY	SHO01	1.060
872	2HF10	ALLEN PL	2HR01 RANDALL WY	END	0.050
873	2HF11	DICHRO DR	2HF09 MESA DR	END	0.030
874	2HF12	SEVENTH AVE	2HF03 HATTON RD	CML	0.180
875	2HF13	SEVENTH PL	2HF12 7TH AVE	END	0.020

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
876	2HF14	OAK PL	2HF05 SHAFTER WY	END	0.070
877	2HF16	MOUNTAIN VIEW AVE	CML	2HF16 MTN VIEW AVE	0.000
878	2HF16	MOUNTAIN VIEW AVE	2HF03 HATTON RD	END	0.140
879	2HF16	MOUNTAIN VIEW AVE	2HF16 MTN VIEW AVE	2HF09 MESA DR	0.000
880	2HF18	MARTIN RD	2HF03 HATTON RD	END	0.270
881	2HF20	ATHERTON DR	SH001	2HF09 MESA DR	0.040
882	2HF20	ATHERTON DR	2HF09 MESA DR	2085 RIO RD	0.590
883	2HF22	TREVIS WY	2HF09 MESA DR	END	0.320
884	2HF24	TAYLOR RD	2HF09 MESA DR	END	0.340
885	2HF26	MESA PL	2HF28 LAZARRO DR	2HF09 MESA DR	0.140
886	2HF28	LAZARRO DR	2HF30 ATHERTON PL	2HF26 MESA PL	0.270
887	2HF30	ATHERTON PL	2HF28 LAZARRO DR	END	0.090
888	**2HM00**	**HIGHLAND MEADOWS**			
889	2HM01	EDGEFIELD PL	END	END	0.240
890	2HM02	GREENFIELD PL	END	END	0.130
891	2HM03	HIGH MEADOW DR	2CW25A CARPENTER ST	2RV36A OUTLOOK	0.340
892	2HM04	SUMMIT FIELD RD	2HM03 HIGH MEADOW DR	END	0.170
893	**2HV00**	**HOLT VALLEY RANCH**			
894	2HV01	ANNE CIR	2HV04 PALISADE DR	END	0.030
895	2HV02	HOLT RD	2088 ROBINSON CYN RD	END	0.630
896	2HV04	PALISADE DR	2HV02 HOLT RD	END	0.250
897	**2JM00**	**JAMES MEADOWS TRACT**			
898	2JM01	LOS ARBOLES	0209A CARMEL VLY RD	END	0.290
899	2JM02	EL CAMINO ESTRADA	2JM01 LOS ARBOLES	END	0.170
900	2JM03	CENTER ST	END	END	0.190
901	2JM05	BERWICK DR	2JM06 DORRIS DR	0209A	0.300
902	2JM06	DORRIS DR	0209A CARMEL VLY RD	2JM05 BERWICK DR	0.240
903	**2LE00**	**LAURELES ESTATES**			
904	2LE01	MARAVILLA DR	0205 LAURELES GRADE	END	0.360
905	2LE02	CASIANO DR	2LE1 MARAVILLA DR	END	0.270
906	2LE03	ANTONIO PL	2LE2 CASIANO DR	END	0.100
907	**2LP00**	**LAS PALMAS**			
908	2LP01	LAS PALMAS PKWY	0210 RIVER RD	2LP02 TARA DR	0.140
909	2LP02	TARA DR	2VD03 TARA DR	0210 RIVER DR	0.520
910	**2LS00**	**LAGUNA SECA**			
911	2LS01	LAGUNA PL	SH068	END	0.240
912	2LS03	SECA PL	SH068	END	0.240
913	**2MF00**	**MISSION FIELDS**			

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
914	2MF01	WILLOW PL	2MF04 MISSION FLDS S	END	0.060
915	2MF02	SYCAMORE PL	END	END	0.160
916	2MF03	FISHER DR	2MF12 OLIVER RD	2MF08 FISHER PL	0.160
917	2MF04	MISSION FIELDS RD	2085 RIO RD	2MF12 OLIVER	0.290
918	2MF05	RIVERSIDE PL	2MF02 SYCAMORE PL	END	0.030
919	2MF06	BIRCH PL	2085 RIO RD	END	0.070
920	2MF08	FISHER PL	2MF12 OLIVER RD	END	0.120
921	2MF10	ASPEN PL	2MF03 FISHER DR	END	0.040
922	2MF11	RIVERSIDE WY	2MF02 SYCAMORE PL	END	0.070
923	2MF12	OLIVER RD	2MF3 FISHER DR	END	0.490
924	**2MS00**	**MERCURIO SUBDIVISION**			
925	2MS01	MERCURIO RD	2TG1 TIERRA GRANDE	END	0.660
926	**2PE00**	**PINE CANYON ESTATES**			
927	2PE01	REDDING DR	2017B PINE CYN RD	2017B PINE CYN RD	0.810
928	2PE02	CAVA CIRCLE	2PE01 REDDING DR	END	0.060
929	2PE03	REDDING CIR	IPE01 REDDING DR	END	0.110
930	**2PZ00**	**PEDRAZZI SUBDIVISION**			
931	2PZ01	ENOS DR	0210 RIVER RD	2PZ03 BERRY DR	0.490
932	2PZ02	PRADO LN	2PZ03 BERRY DR	END	0.160
933	2PZ03	BERRY DR	0210 RIVER RD	ENOS DR	0.310
934	2PZ04	NINA CT	2PZ03 BERRY DR	END	0.050
935	2PZ05	BUENA LN	2PZ03 BERRY DR	END	0.080
936	2PZ06	RIVER CT	0210 RIVER RD	END	0.120
937	**2RA00**	**RANCHO AGUAJITO**			
938	2RA01	JOSSELYN CYN RD	MON	MON	0.860
939	2RA02	SYLVAN RD	MON	2RA20 MANOR RD	0.290
940	2RA02	SYLVAN RD	2RA20 MANOR RD	MON	1.070
941	2RA03	SYLVAN PL	2RA02 SYLVAN RD	END	0.140
942	2RA04	VIEJO RD	URBAN LIMIT	MON	1.090
943	2RA04	VIEJO RD	2RA12 AGJAJITO RD	URBAN LIMIT	0.350
944	2RA05	JACKS RD	2RA18 DEER FLT RD	2RA20 MANOR RD	0.250
945	2RA06	VALENZUELA RD	2RA12 AGJAJITO RD	2RA04 VIEJO RD	0.740
946	2RA07	CASTRO RD	MON	2RA02 SYLVAN RD	0.550
947	2RA07A	CASTRO WY	2RA07 CASTRO RD	MON	0.130
948	2RA08	MONHOLLAN RD	2RA12 AGUAJITO RD	END	0.320
949	2RA09	RAYMOND WY	2RA10 VIA MAR MONTE	END	0.050
950	2RA10	VIA MAR MONTE	END	END	0.670
951	2RA11	GENISTA WY	2RA10 VIA MAR MONTE	END	0.110

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
952	2RA12	AGUAJITO RD	SH001	MON	2.670
953	2RA14	LOMA ALTA RD	2RA12 AGJAJITO RD	END	1.040
954	2RA16	CASTRO CT	2RA07 CASTRO RD	END	0.100
955	2RA18	DEER FLAT RD	2RA02 SYLVAN RD	5RA5 JACKS RD	0.170
956	2RA20	MANOR RD	2RA02 SYLVAN RD	END	0.360
957	2RA22	MANOR PL	2RA20 MANOR RD	END	0.100
958	2RA25	CORTE VENADO	2RA26 FAIRFIELD PL	END	0.040
959	2RA26	FAIRFIELD PL	2RA27 PASO VENADO	END	0.500
960	2RA27	PASO VENADO	2RA12 AGUAJITO RD	2RA26 FAIRFIELD PL	0.200
961	2RA28	OLMSTED RD	SH068	URBAN LIMIT	0.790
962	2RA28	OLMSTED RD	URBAN LIMIT	2RA29 JACKS PEAK DR	0.150
963	2RA29	JACKS PEAK DR	2RA28 OLMSTED RD	8739 JACKS PEAK DR	0.880
964	2RA30	CIRCULO DE ESCUELA	2RA28 OLMSTED	END	0.040
965	**2RC00**	**LOS RANCHITOS CARMEL**			
966	2RC01	ENCINA DR	2RC02 MIRAMONTE RD	END	0.280
967	2RC02	MIRAMONTE RD	0209A CARMEL VLY RD	205 LAURELES GRADE	1.160
968	2RC03	RING LN	2RC02 MIRAMONTE RD	2RC05 LOS ROBLES DR	0.360
969	2RC05	LOS ROBLES DR	2RC02 MIRAMONTE RD	205 LAURELES GRADE	0.680
970	**2RD00**	**ROBLES DEL RIO**			
971	2RD01	EL HEMMORRO	2RD16 CALLE SABE	5RD03 RING LN	0.250
972	2RD02	DE EL RIO	2RD07 ESQUILINE RD	2RD07 ESQUILINE RD	0.160
973	2RD03	CALLE DE LOS AGRINEMSORS	2RD18 CALLE VENTANA	2RD15 SOUTHBANK RD	0.970
974	2RD04	DE LOS HELECHOS	2RD07 ESQUILINE RD	END	0.210
975	2RD05	CAMINO DE TRAVESIA	2RD18 CALLE VENTANA	END	0.440
976	2RD06	BUENA VISTA DELRIO	2RD08	END	0.290
977	2RD07	ESQUILINE RD	0209A CARMEL VLY RD	2RD26 A EL RIO	0.840
978	2RD08	CALLE DE LOS OSITOS	2RD07 ESQUILINE RD	2RD14 PIEDRAS BLANCAS	0.420
979	2RD09	UPPER CIR	2RD07 ESQUILINE RD	2RD11 UPPER CIR	0.110
980	2RD10	EL PAJARO	2RD08 CALLE OSITOS	END	0.050
981	2RD11	UPPER CIR	2RD07 ESQUILINE RD	8341 UPPER CIR	0.300
982	2RD12	CALLE DE LA PALOMA	2RD08 CALLE DE OSITOS	END	0.130
983	2RD13	CAMP STEFFANI RD	0209A CARMEL VLY RD	END	0.190
984	2RD14	PIEDRAS BLANCAS	2RD08 CALLE DE OSITOS	END	0.300
985	2RD15	SOUTHBANK RD	2RD03 CALLE	2RD07 ESQUILINE RD	1.100
986	2RD16	CALLE DE QUIEN SABE	2RD18 CALLE VENTANA	2RD08 CALLE DE OSITOS	0.250
987	2RD17	HITCHCOCK RD	2RD15 SOUTHBANK RD	END	0.110
988	2RD18	CALLE DE LA VENTANA	2RD28 PUNTA DEL MONTE	2RD01 EL HEMMORO	0.390
989	2RD19	SALSIPUEDES	2RD07 ESQUILINE RD	END	0.090

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
990	2RD20	EL ECHO	2RD18 CALLE VENTANA	END	0.050
991	2RD21	WAWONA RD	END	2RD13 CP STEFFANI RD	0.080
992	2RD22	A EL CUENCO	2RD05 CAMINO DE TAVESIA	END	0.130
993	2RD24	EL POTRERO	2RD26 A EL RIO	5RD26 A EL RIO	0.350
994	2RD26	A EL RIO	2RD07 ESQUILINE RD	2RD24 EL POTRERO	0.160
995	2RD28	PUNTA DEL MONTE	2RD14 PIEDRAS BLANCAS	2RD18 CALLE VENTANA	0.290
996	**2ROP00**	**ROYAL OAKS PARK**			
997	2ROP01	OLD HIDDEN OAK ROAD			0.138
998	2ROP02	ACORN ROAD			0.260
999	2ROP03	YONA ROAD (RO)			0.234
1000	**2RV00**	**RANCHO RIO VISTA**			
1001	2RV01	CARMEL HILLS DR	0232 OCEAN AVE	END	0.420
1002	2RV02	VALLEY PL	2RV01 CARMEL HILLS	END	0.100
1003	2RV03	STEWART PL	2RV01 CARMEL HILLS	END	0.080
1004	2RV04	CANYON DR	2RV05 FLANDERS DR	END	0.110
1005	2RV05	FLANDERS DR	2RV07 MORSE DR	SH001	0.770
1006	2RV06	WARD PL	2RV05 FLANDERS DR	END	0.100
1007	2RV07	MORSE DR	2RV23 S CARMEL HILLS	SH001	0.320
1008	2RV08	WHITMAN CIR	2RV05 FLANDERS DR	END	0.170
1009	2RV09	BALDWIN PL	2RV05 FLANDERS DR	END	0.040
1010	2RV10	ARRIBA DEL MUNDO	2RV15 RIO VISTA DR	END	0.340
1011	2RV11	FLANDERS PL	2RV07 MORSE DR	END	0.140
1012	2RV12	VISTA DEL PINOS	2RV10 ARRIBA MUNDO	END	0.100
1013	2RV13	HACIENDA PL	2RV15 RIO VISTA DR	END	0.120
1014	2RV14	ARROYO TRAIL	2RV10 ARRIBA MUNDO	2RV25 CARMEL KNOLLS DR	0.250
1015	2RV15	RIO VISTA DR	2RV17 CANADA DR	0209A CARMEL VLY RD	0.990
1016	2RV16	CHIQUITO PL	2RV15 RIO VISTA DR	END	0.070
1017	2RV17	CANADA DR	2RV15 RIO VISTA DR	5RV15	0.800
1018	2RV18	TOLANDO TRL	END	END	0.220
1019	2RV19	ROTUNDA DR	2RV15 RIO VISTA DR	END	0.290
1020	2RV20	SEGUNDA DR	2RV15 RIO VISTA DR	END	0.390
1021	2RV21	ROW PL	2RV05 FLANDERS DR	END	0.030
1022	2RV22	MARGUERITA WY	2RV15 RIO VISTA DR	END	0.150
1023	2RV23	S CARMEL HILLS DR	SH001	END	0.360
1024	2RV24	VIA CARMELITA	2RV23 S. CARMEL HILLS DR	END	0.030
1025	2RV25	CARMEL KNOLLS DR	0209A CARMEL VLY RD	END	0.910
1026	2RV26	VIA MARGARITA	2RV23 S. CARMEL HILLS DR	END	0.040
1027	2RV27	CARMEL RANCHO BLVD	0209A CARMEL VLY RD	2085 RIO RD	0.390

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1028	2RV28	VIA PORTOLA	2RV23 S. CARMEL HILLS DR	END	0.030
1029	2RV30	VIA RIVIERA	2RV23 S. CARMEL HILLS DR	END	0.040
1030	2RV31	RYAN PL	2RV25 CARMEL KNOLLS	END	0.070
1031	2RV32	PARTRIDGE PL	2RV25 CARMEL KNOLLS	END	0.030
1032	2RV33	DOUGHERTY CT	2RV34 DOUGHERTY PL	END	0.030
1033	2RV34	DOUGHERTY PL	END	END	0.180
1034	2RV35	CANADA VALLEY DR	2RV17 CANADA DR	END	0.140
1035	2RV36	OUTLOOK DR	2RV17 CANADA DR	END	1.390
1036	2RV36A	OUTLOOK DR	2HM01 EDGEFIELD PL	END	0.370
1037	2RV37	PINE HILLS DR	2RV36 OUTLOOK DR	URBAN LIMIT	0.490
1038	2RV37	PINE HILLS DR	URBAN LIMIT	END	0.150
1039	2RV38	KNOLL LANE	2RV36 OUTLOOK DR	END	0.060
1040	2RV39	OUTLOOK LN	2RV36 OUTLOOK DR	END	0.050
1041	2RV40	OUTLOOK TER	2RV36 OUTLOOK DR	END	0.070
1042	2RV41	CANADA CT	2RV17 CANADA DR	END	0.320
1043	2RV42	CANADA LN	2RV41 CANADA CT	END	0.070
1044	2RV43	OUTLOOK CT	2RV36 OUTLOOK DR	END	0.120
1045	2RV44	OUTLOOK PL	2RV43 OUTLOOK CT	END	0.030
1046	**2SV00**	**SERRA VILLAGE**			
1047	2SV02	PALOU DR	2003 PORTOLA DR	END	0.110
1048	2SV03	ANZA DR	2003 PORTOLA DR	2003 PORTOLA DR	0.420
1049	2SV04	FRANCISCAN WY	2SV03 ANZA DR	2003 PORTOLA DR	0.320
1050	2SV05	FRANCISCAN CT	2SV04 FRANCISCAN WY	END	0.030
1051	2SV06	FRANCISCAN CIR	2SV04 FRANCISCAN WY	END	0.060
1052	2SV07	ANZA CIR	2SV03 ANZA DR	END	0.030
1053	2SV08	BERRA WY	2003 PORTOLA DR	END	0.060
1054	2SV09	DARCIE LN	2003 PORTOLA DR	END	0.080
1055	2SV10	SHARON LN	2003 PORTOLA DR	END	0.070
1056	2SV11	BALFOUR LN	2003 PORTOLA DR	END	0.050
1057	2SV12	ESPANA CT	2SV04 FRANCISCAN WY	END	0.090
1058	2SV13	VIA ESPANA	2SV04 FRANCISCAN WY	2SV12 ESPANA CT	0.080
1059	**2TCP00**	**TORO COUNTY PARK**			
1060	2TCP01	BADGER STREET			0.613
1061	2TCP02	MAIN ROAD/EV ROAD			1.400
1062	2TCP03	OAK GROVE			0.010
1063	2TCP04	QUAIL ROAD			0.051
1064	2TCP05	RESIDENCE ROAD			0.088
1065	2TCP06	SHOP ROAD			0.132

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1066	2TCP07	SYCAMORE ROAD			0.065
1067	2TCP08	YONA ROAD (TP)			0.634
1068	**2TG00**	**TIERRA GRANDE**			
1069	2TG01	TIERRA GRANDE DR	0209A CARMEL VLY RD	END	2.100
1070	2TG02	ELINORE PL	2TG03 RANCHO ALTO DR	END	0.100
1071	2TG03	RANCHO ALTO DR	2TG01 TIERRA GRDE DR	END	0.140
1072	2TG04	CAROL PL	2TG01 TIERRA GRDE DR	END	0.080
1073	2TG05	VIA CROTALO	2TG01 TIERRA GRDE DR	END	0.150
1074	2TG06	VIA CAZADOR	2TG01 TIERRA GRDE DR	END	0.170
1075	2TG07	VIA PALOMA	2TG01 TIERRA GRDE DR	END	0.100
1076	2TG08	LOMA ROBLES	2TG07 VIA PALOMA	END	0.080
1077	2TG09	VIA MARIQUITA	2TG01 TIERRA GRDE DR	END	0.340
1078	2TG10	VIA CICINDELA	2TG01 TIERRA GRDE DR	END	0.160
1079	2TG11	TELARANA WY	2TG01 TIERRA GRDE DR	END	0.220
1080	2TM01	TIERRA SPUR	0223 CORRAL DE TIERA	END	0.340
1081	**2TP00**	**TORO PARK**			
1082	2TP01	PICADOR DR	2003A PORTOLA DR	END	0.210
1083	2TP02	TOREADOR DR	END	2003A PORTOLA DR	0.130
1084	2TP03	MANOLETE DR	2TP01 PICADOR DR	2TP04 COLETA DR	0.150
1085	2TP04	COLETA DR	2003A PORTOLA DR	END	0.170
1086	2TP05	ESTOQUE PL	2003A PORTOLA DR	END	0.120
1087	2TP06	ORTEGA DR	2TP05 ESTOQUE PL	2003A PORTOLA DR	0.260
1088	2TP07	VERONICA DR	2003A PORTOLA DR	2003A	0.420
1089	2TP08	FERDINAND DR	2TP07 VERONICA DR	2TP07 VERONICA DR	0.220
1090	2TP09	FERDINAND CT	2TP08 FERDINAND DR	END	0.050
1091	2TP10	MONTERA DR	2TP14 DAVENRICH ST	2TP14 DAVENRICH ST	0.180
1092	2TP11	MONTERA CT	2TP10 MONTERA DR	END	0.050
1093	2TP12	MONTERA PL	2TP10 MONTERA DR	END	0.070
1094	2TP13	CAPOTE DR	END	2003A PORTOLA DR	0.320
1095	2TP14	DAVENRICH ST	2003A PORTOLA DR	2TP13 CAPOTE DR	0.480
1096	2TP15	TORERO CT	2TP16 TORERO DR	END	0.060
1097	2TP16	TORERO DR	2TP17 ORDONEZ DR	SH068	0.190
1098	2TP17	ORDONEZ DR	2TP16 TORERO DR	2003 PORTOLA DR	0.200
1099	2TP18	BRAVO PL	2TP16 TORERO DR	END	0.110
1100	2TP19	BRAVO CT	2TP16 TORERO DR	END	0.050
1101	2TP20	CORDOBA DR	2TP24 GUIDOTTI DR	2003A PORTOLA DR	0.110
1102	2TP21	CORDOBA PL	2TP20 CORDOBA DR	END	0.060
1103	2TP22	CORDOBA CT	2TP20 CORDOBA DR	END	0.030

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1104	2TP23	GUIDOTTI CT	2TP24 GUIDOTTI DR	END	0.020
1105	2TP24	GUIDOTTI DR	2TP20 CORDOBA DR	2TP26 MULETA DR	0.210
1106	2TP25	GUIDOTTI PL	2TP26 MULETA DR	END	0.060
1107	2TP26	MULETA DR	2TP24 GUIDOTTI DR	2TP28 ESPADA DR	0.110
1108	2TP27	MULETA PL	2TP26 MULETA PL	END	0.050
1109	2TP28	ESPADA DR	2003A PORTOLA DR	END	0.300
1110	**2VD00**	**VISTA DEL RIO**			
1111	2VD01	RANCHITO DEL RIO DR	2VD03 TARA DR	2VD03 TARA DR	0.760
1112	2VD02	RANCHITO DR	0210 RIVER RD	2VD01 RANCHITO DEL RD	0.180
1113	2VD03	TARA DR	END	END	0.320
1114	2VD04	TARA PL	2VD03 TARA DR	END	0.110
1115	2VD05	TARA CT	2VD03 TARA DR	END	0.090
1116	2VD06	RANCHITO DEL RIO CT	2VD01 RANCHITO DEL R	END	0.080
1117	**2YP00**	**YANKEE POINT**			
1118	2YP01	YANKEE POINT DR	SH001	SH001	0.920
1119	2YP02	YANKEE BEACH WY	2YP01 YANKEE PT DR	END	0.050
1120	2YP03	CARMEL RIVIERA DR	2YP01 YANKEE PT DR	2YP01 TELARANA WY	0.320
1121	3005B	SAN VICENTE RD	SOLEDAD C. L.	END	1.470
1122	3022A	CAMPHORA RD	0310 RIVER RD	END	0.970
1123	3022B	CAMPHORA RD	3051 SILLIMAN RD	END	1.180
1124	3024A	MISSION ROAD EXT	0310B FT ROMIE RD	END	0.300
1125	3028A	LUCERNE ST	3026 COLONY RD	3028 MILE END	0.070
1126	3050A	INDIANS RD	4050 MILPITAS RD	3050 ARROYO SECO RD	13.850
1127	3050B	ARROYO SECO RD	3050A INDIANS RD	0309 CARMEL VLY RD	5.120
1128	**3CH00**	**CHUALAR**			
1129	3CH02A	LINCOLN ST	0317 CHUALAR RD	3CH03 SCOTT ST	0.060
1130	3CH02B	LINCOLN ST	3CHO5 JACKSON ST	3CH12 JEFFERSON ST	0.310
1131	3CH03	SCOTT ST	2CH06 GRANT ST	3CH02 LINCOLN ST	0.150
1132	3CH04	WASHINGTON ST	3CH14 ROOSEVELT ST	0317A PAYSON RD	0.550
1133	3CH05	JACKSON ST	3CH02 LINCOLN ST	3CH02 GRANT ST	0.150
1134	3CH06	GRANT ST	0317A PAYSON RD	SH101	0.500
1135	3CH06	GRANT ST	SH101	END	0.110
1136	3CH07	MAIN ST	3CH06 GRANT ST	3CH02 LINCOLN ST	0.150
1137	3CH09	CLAY ST	3CH02 LINCOLN ST	3CH06 GRANT ST	0.150
1138	3CH11	SOUTH ST	3CH02 LINCOLN ST	3CH02 GRANT ST	0.150
1139	3CH12	JEFFERSON ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.120
1140	3CH13	MADISON ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.110
1141	3CH14	ROOSEVELT ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.110

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1142	3CH15	ADAMS ST	3CH14 ROOSEVELT ST	3CH12 JEFFERSON ST	0.080
1143	**3GF00**	**GREENFIELD**			
1144	3GF01	FIFTEENTH ST	3GF12 OAK AVE	8330	0.300
1145	3GF02	CYPRESS AVE	3GF05 14TH ST	GNFD	1.460
1146	3GF03	CANAL ST	3017 PEACH RD	3GF04 PINE AVE	0.120
1147	3GF04	PINE AVE	3GF04 14TH ST	GNFD	1.390
1148	3GF04	PINE AVE	END	END	1.220
1149	3GF04	PINE AVE	3GF03 CANAL ST	3GF04 14TH ST	0.280
1150	3GF05	FOURTEENTH ST	316 ELM AVE	3GF12 OAK AVE	0.250
1151	3GF05	FOURTEENTH ST	3GF12 OAK AVE	3GF02 CYPRESS AVE	1.260
1152	3GF06	CHERRY AVE	3GF09 12TH ST	CITY LIMIT	0.440
1153	3GF06	CHERRY AVE	3GF13 2ND ST	END	0.840
1154	3GF07	THIRTEENTH ST	GREENFIELD CITY LIMIT	3GF02 CYPRESS AVE	1.000
1155	3GF08	WALNUT AVE	3GF05 14TH ST	GNFD	1.000
1156	3GF08	WALNUT AVE	GREENFIELD CITY LIMIT	END	0.550
1157	3GF09	TWELFTH ST	3GF02 CYPRESS AVE	GNFD	0.630
1158	3GF10	APPLE AVE	END	GREENFIELD CITY LIMIT	0.200
1159	3GF11	THIRD ST	0316B ELM AVE	GNFD	0.140
1160	3GF11	THIRD ST	GREENFIELD CITY LIMIT	3GF04 PINE AVE	0.520
1161	3GF12	OAK AVE	END	GNFD	0.000
1162	3GF12	OAK AVE	GNFD	3GF15 FIRST ST	0.000
1163	3GF13	SECOND ST	3GF04 PINE AVE	GNFD C/L	0.500
1164	3GF13	SECOND ST	GNFLD C/L	0316 ELM AVE	0.250
1165	3GF15	FIRST ST	316 ELM AVE	3GF12 OAK AVE	0.250
1166	3GF19	TENTH ST	3GF06 CHERRY AVE	GNFD	0.220
1167	**3RE00**	**ROYAL ESTATES**			
1168	3RE01	ROYAL DR	3066 PINE CYN RD	3RE01 CROWN AVE	0.430
1169	3RE02	CROWN AVE	3RE01 ROYAL DR	3RE01 ROYAL DR	0.380
1170	3RE03	ELSA CIR	3RE01 ROYAL DR	END	0.060
1171	3RE04	GRACE CIR	3043 MERRITT ST	END	0.040
1172	3RE05	HALL CIR	3RE01 ROYAL DR	END	0.030
1173	**3SL00**	**SAN LUCAS**			
1174	3SL03	SAN LUCAS ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1175	3SL05	ALBERT ST	33L06 SAN BENITO ST	3SL08 MAIN ST	0.060
1176	3SL06	SAN BENITO ST	3SL03 SAN LUCAS ST	3SL13 MARY ST	0.450
1177	3SL07	ANITA ST	3SL08 MAIN ST	3SL06 SAN BENITO ST	0.060
1178	3SL08	MAIN ST	SH198	END	0.610
1179	3SL09	TERESA ST	3SL08 MAIN ST	3SL06 SAN BENITO ST	0.060

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1180	3SL11	ROSA ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1181	3SL13	MARY ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1182	3SL14	ALLEY A	3SL03 SAN LUCAS ST	3SL13 MARY ST	0.000
1183	3SL15	ALLEY B	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1184	3SL16	ALLEY C	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1185	3SL17	ALLEY D	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1186	3SL18	ALLEY E	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1187	4020A	JOLON PLEYTO RD	0406 JOLON RD	8322 JOLON PEYTO RD	0.360
1188	4025A	SARGENTS RD	4SA10 JOLON ST	END	15.030
1189	4025B	SARGENTS RD	4055 BRADLEY RD	END	2.290
1190	4042A	CROSS COUNTRY RD	0408 VINEYARD CYN RD	4029 INDIAN VLY RD	7.610
1191	4042B	CROSS COUNTRY RD	4041 RANCHITA CYN RD	0408 VINEYARD CYN RD	6.550
1192	**4BR00**	**BRADLEY**			
1193	4BR02	MEADOW AVE	4025 SARGENTS RD	END	0.280
1194	4BR03	HALL ST	4055 BRADLEY RD	4BR06 RIVER ST	0.100
1195	4BR04	DIXIE ST	4BR09 SALINAS ST	END	0.280
1196	4BR05	MONTEREY ST	4BR06 RIVER ST	4BR02 MEADOW AVE	0.150
1197	4BR06	RIVER ST	END	END	0.140
1198	4BR07	PLEYTO ST	4BR02 MEADOW AVE	4BR04 DIXIE ST	0.100
1199	4BR09	SALINAS ST	4BR04 DIXIE ST	4BR02 MEADOW AVE	0.100
1200		**COUNTY OF MONTEREY PARKS**			
1201	**4FOP00**	**FORT ORD PARK**			
1202	4FOP01	ADDINGTON ROAD			0.980
1203	4FOP02	BARLOY CANYON ROAD			0.880
1204	4FOP03	BORDER ROAD			0.770
1205	4FOP04	GIGLING ROAD	7TH AVENUE	8TH AVENUE	0.680
1206	4FOP05	HENNEKENS RANCH ROAD			0.570
1207	4FOP06	JERRY SMITH CORRIDOR			0.610
1208	4FOP07	SGT ALLAN MACDONALD TRAIL			1.140
1209	4FOP08	WATKINS GATE ROAD			2.690
1210	4FOP09	WEST CAMP ROAD			0.300
1211	**4JPP00**	**JACKS PEAK PARK**			
1212	4JPP01	EAST END			0.350
1213	4JPP02	MONTEREY PINES			0.022
1214	4JPP03	JACKS PEAK EASEMENT ROAD			0.866
1215	4JPP04	JACKS PEAK ROAD			0.417
1216	4JPP05	SHOP ROAD			0.010
1217	4JPP06	WEST END LOOP			0.065

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1218	4JPP07	WEST END ROAD			0.659
1219	**4LSAN00**	**LAKE SAN ANTONIO NORTH SHORE**			
1220	4LSAN01	LOOP A			0.470
1221	4LSAN02	LOOP B			0.170
1222	4LSAN03	LOOP J			0.460
1223	4LSAN04	LOOP K			0.200
1224	4LSAN05	LODGES LOOP ROAD			0.060
1225	4LSAN06	MCCANDLESS SPRINGS CAMPGROUND ROAD			0.530
1226	4LSAN07	THE POINTS ROAD A			0.680
1227	**4LSAS00**	**LAKE SAN ANTONIO SOUTH SHORE**			
1228	4LSAS01	BEACH ROAD			0.840
1229	4LSAS02	LYNCH ROAD			0.810
1230	4LSAS03	LYNCH HILL ROAD			1.450
1231	4LSAS04	SAN ANTONIO ROAD			3.400
1232	4LSAS05	REDONDA VISTA CAMPGROUND LOOP ROAD			1.170
1233	**4PF00**	**PARKFIELD**			
1234	4PF03	SECOND ST	4PF06 PARK ST	4PF08 OAK ST	0.060
1235	4PF06	PARK ST	4PF03 SECOND ST	END	0.130
1236	4PF08	OAK ST	4001PARKFIELD COALINGA	END	0.160
1237	**4SA00**	**SAN ARDO**			
1238	4SA01	RICO ST	4SA02 ANNETTE ST	4069 CATTLEMEN RD	0.140
1239	4SA02	ANNETTE ST	4SA01 RICO ST	4SA07 CENTER ST	0.210
1240	4SA03	COLLEGE ST	4SA10 JOLON ST	4SA02 ANNETTE ST	0.220
1241	4SA04	SHORT ST	4069 CATTLEMEN RD	END	0.040
1242	4SA05	CANAL ST	4069 CATTLEMEN RD	4SA02 ANNETTE RD	0.120
1243	4SA06	MARTIN ST	4SA01 RICO ST	END	0.410
1244	4SA07	CENTER ST	4SA02 ANNETTE ST	END	0.260
1245	4SA08	GODCHAUX ST	4SA15 RAILROAD ST	4SA03 COLLEGE ST	0.300
1246	4SA09	WEST ST	4SA02 ANNETTE ST	4SA13 NORTH ST	0.120
1247	4SA10	JOLON ST	4025 SARGENTS RD	END	0.500
1248	4SA11	MAIN ST	4069 CATTLEMEN RD	END	0.250
1249	4SA13	NORTH ST	4SA09 WEST ST	4069 CATTLEMEN RD	0.070
1250	4SA15	RAILROAD ST	4069 CATTLEMAN RD	END	0.390
1251	4SA17	ALLEY B	4SA06 MARTIN ST	4SA18 ALLEY C	0.000
1252	4SA18	ALLEY C	4SA15 RAILROAD ST	4SA17 ALLEY B	0.000
1253	4SL08	MAIN ST	END	SH198	0.720
1254	**4SLCP00**	**SAN LORENZO COUNTY PARK**			
1255	4SLCP01	IRRIGATION MUSEUM ROAD			0.150

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EXHIBIT D - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1256	4SLCP02	LOT A ROAD			0.180
1257	4SLCP03	LOT B ROAD			0.070
1258	4SLCP04	LOT C ROAD			0.070
1259	4SLCP05	OVERFLOW LOOP			0.120
1260	4SLCP06	PORTOLA INNER LOOP			0.150
1261	4SLCP07	SALINIAN LOOP			0.330
1262	4SLCP08	SAN ANTONIO DRIVE/SAN LORENZO PARK ROAD			0.860
1263	4SLCP09	SYCAMORE LOOP			0.250
1264				**TOTAL COUNTY MAINTAINED**	**1257.98**

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EXHIBIT E – INCORPORATION OF RFP #10957, ADDENDUMS NO. 1 AND NO. 2 TO RFP #10957, AND PROPOSAL DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10957, for Litter Abatement Services. Smith & Enright Landscaping, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10957. County selected Smith & Enright Landscaping, Inc. to provide Litter Abatement Services.

RFP #10957, including Addendums No. 1 and No. 2 to RFP #10957, and the Proposal submitted by Smith & Enright Landscaping, Inc., on file with the Department of Public Works, Facilities and Parks, are hereby incorporated into this Agreement by this reference.

Attachment B

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COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901-4527
(831) 755-4800

REQUEST FOR PROPOSALS #10956

FOR
LITTER ABATEMENT SERVICES
LOCATED IN THE COUNTY OF MONTEREY, CALIFORNIA

FOR THE
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

Proposal packages are due by 3:00 p.m. (PST)
Thursday, January 8, 2026

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

Signed by:
Mary Grace Perry
76A18B9BA72D498...
Mary Grace Perry
Deputy County Counsel

Date: 11/13/2025 | 10:46 AM PST

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SOLICITATION DETAILS

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1.0 INTENT

1.1 The County of Monterey Department of Public Works, Facilities and Parks (PWFP), hereinafter referred to as "County", is soliciting proposal packages from qualified organization(s), hereinafter referred to as "CONTRACTOR(s)", to provide litter abatement services to address illegal dumping of household, commercial and industrial waste items on County roads and public lands, including but not limited to waste collection and illegal dumping mitigation throughout the County of Monterey and extraordinary services such as the collection and disposal of homeless encampment debris. Interested CONTRACTOR(s) are to submit their proposals per this Request for Proposals (RFP) #10956.

1.2 Proposals will be evaluated by a selection panel to select CONTRACTOR(s) to negotiate an AGREEMENT(s) with the County.

1.3 CONTRACTOR(s) will perform litter abatement and cleanup at the direction of PWFP. PWFP will coordinate with the Health Department's Environmental Health Bureau (EHB) on selecting qualified CONTRACTOR(s). The anticipated timeframe to award AGREEMENT(s) and start work is May 1, 2026.

1.4 This solicitation is not intended to create an exclusive service AGREEMENT.

2.0 BACKGROUND

2.1 The County of Monterey (County) is located on the Central Coast of California approximately 120 miles south of San Francisco. The County is approximately 3,771 square miles.

2.2 The County operates a Litter Abatement Program (Program), which provides for the collection and disposal of litter, debris, and materials dumped illegally along County roads, public rights-of-way, and on public lands. Annually, the Program removes 400-500 tons of household and industrial materials from County roadways and operates seven (7) days a week.

2.3 County is soliciting written proposals from qualified companies hereinafter referred to as "CONTRACTOR(s)", that can provide the required professional partnership services to assist with litter abatement and pick-up.

2.4 The Program is a partnership between PWFP, EHB, Salinas Valley Solid Waste Authority (SVSWA) also known as Salinas Valley Recycles and Monterey Regional Waste Management District (MRWMD) dba ReGen Monterey, and CONTRACTOR(s), with multiple components.

2.5 EHB administers the Unified Franchise Agreement (UFA) For the Exclusive Collection of

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Solid Waste, Recyclables and Organic Waste in Unincorporated Monterey County between the County of Monterey and USA Waste of California, Inc. DBA Carmel Marina Corporation (Commonly known as Waste Management, Inc.) for solid waste hauling and recycling services in the unincorporated area of the County of Monterey. EHB will work with the waste management districts and CONTRACTOR(s) to expand more frequent community clean ups Countywide and will negotiate additional cleanup events and expanded road cleanup response. EHB is working to expand outreach efforts to reduce illegal dumping through the illegal dumping and litter abatement task force.

2.6 RFP #10956 will establish a Program professional partnership to assist with litter abatement and pick-up. The County seeks CONTRACTOR(s) who will abide by all local, State, and Federal regulations and who are also capable of providing all labor, materials, tools, equipment, and supervision, while providing litter abatement services.

2.7 Waste collection and illegal dumping mitigation throughout the County includes, but is not limited to, matter not part of the highway facility (litter), such as:

2.7.1 Trash, scrap metals, recyclables, (plastic, glass products, paper products) wood, household waste, vegetation debris, auto parts, trash thrown from the windows of passenger vehicles and from trucks with uncovered loads, rubber products, e.g. tires, other large bulky items, spot litter, and dump sites.

2.7.2 Bulky items, which can be discarded materials such as household appliances (including refrigerators), furniture, carpets, mattresses, white goods, clothing, un-mounted tires, and oversized green waste such as tree trimmings and large branches, and similar large items which can be handled by two (2) people; or some combination of such items in a container, construction, and demolition debris.

2.7.3 Spot litter is a small dump site that often contains household waste materials.

2.7.4 Dump sites may contain large or bulky items. Illegal dumping, also called open dumping, midnight dumping, or fly dumping is also a significant source of trash on or near the roadways. Dumping differs from littering in the amount of material, type of materials (hazardous), who dumps it, and the underlying reasons for this behavior.

2.8 County will grant CONTRACTOR(s) the exclusive franchise, right, privilege, and duty during the term of the AGREEMENT and any extension thereof to collect and transport the litter to the facilities designated in the AGREEMENT.

3.0 CALENDAR OF EVENTS

3.1	Release RFP	November 20, 2025
3.2	Deadline for Written Questions	3:00 p.m., PST, December 4, 2025

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3.3	Posted Response to Written Questions	5:00 p.m., PST, December 11, 2025
3.4	Proposal Package Submittal Deadline	3:00 p.m., PST, January 8, 2026
3.5	Estimated Notification of Selection	February, 2026
3.6	Estimated AGREEMENT to Board of Supervisors for Approval	April, 2026
3.7	Estimated AGREEMENT Date	May 1, 2026

This schedule is subject to change as necessary.

3.8 **FUTURE ADDENDA:** CONTRACTOR(s), who received notification of this solicitation by means other than through a County mailing, shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR(s) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center. Addenda are posted on the website the day they are released.

3.9 No Pre-Proposal Meeting/Site Tour: A Pre-Proposal Meeting/Site Tour will not be held for this RFP. It is the responsibility of the CONTRACTOR(s) to become familiar with the "Request for Service" locations and needs described in this RFP. It is the County's expectation that all litter abatement items identified in this RFP will be addressed in the CONTRACTOR(s) proposal.

4.0 COUNTY POINT OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County:

Jacqueline A. Goetz
Management Analyst II
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-4844
Email: goetzj@countyofmonterey.gov

4.2 All questions regarding this solicitation shall be submitted in writing (email is acceptable and encouraged). When submitting questions, please identify the RFP # to which the question pertains. Questions will be researched, and answers will be posted on County's

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Solicitation Center web page at: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center by the deadline indicated in the **CALENDAR OF EVENTS** herein.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR(s) shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR(s).**

5.0 SCOPE OF WORK

5.1 **CONTRACTOR's Minimum Work Performance Percentage:** CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT not to exceed sum, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

5.2 CONTRACTOR(s) will be given a list of "Request for Service" locations and will be providing on-call services.

5.3 CONTRACTOR(s) shall remove and legally dispose of litter from County roads, including shoulders, public rights-of-way, and on public lands, excluding the traveled lanes and shoulders next to barriers and taken to a suitable landfill or refuse service.

5.4 CONTRACTOR(s) shall have the necessary qualifications and experience to fulfill the requirements as indicated by the County.

5.5 CONTRACTOR(s) may be required to walk long distances while removing the litter.

5.6 CONTRACTOR(s) shall provide notice in writing by letter or email whenever any inclement conditions preclude litter pick-up. CONTRACTOR shall not be paid for such cancellation.

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5.6.1 Coordinate with the designated County contact to reschedule a designated work restart day when scheduled day falls on a recognized holiday, such as Christmas or New Year's Day.

5.7 CONTRACTOR(s) may, on occasion, need to remove a major accumulation of plant or other material that will interfere with litter pick-up and is not included in this scope. A quote shall be submitted to the designated County contact. Work shall not begin until work is approved and a written Notice to Proceed is issued by the County.

5.8 CONTRACTOR(s) must supply and supervise qualified personnel to complete daily work/project assignments.

5.8.1 CONTRACTOR(s) must have a foreman responsible for the work crew at all times.

5.8.2 CONTRACTOR(s) foreman must be able to communicate effectively with County personnel.

5.9 CONTRACTOR(s) will adhere to appropriate safety precautions and requirements needed to do the assigned job.

5.10 CONTRACTOR(s), in the course of any work assignment, shall not impede County business, create a nuisance, or endanger County employees and/or the public.

5.11 CONTRACTOR(s) is expected to work hours that may vary due to the location of the work assignment.

5.11.1 Specified work time(s) may be required.

5.11.2 Work performed must be approved by the requesting County contact.

5.12 CONTRACTOR(s) shall ensure that all services, costs, and materials must, at minimum, meet the specifications for the State of California, State Contractors Board, the California Division of Occupational Safety and Health (CAL/OSHA) regulations and all other applicable regulations.

5.13 CONTRACTOR(s) is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

5.14 The selected CONTRACTOR(s) shall:

5.14.1 Perform all work in a professional manner by skilled, experienced workers and be familiar with all best management practices for litter pick-up and disposal.

5.14.2 Furnish all Personal Protective Equipment (PPE) to their employees for the cleaning task and working in high-speed, high volume roadways in compliance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD),

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CAL/OSHA and others, including, but not limited to, PPE safety vests (class II/III), nitrile gloves, puncture-resistant gloves, eye protection, ear protection, face masks, safety-toed shoes and other appropriate PPE. County will not supply uniforms or above-mentioned PPE.

5.14.3 Follow the procedures outlined in EXHIBIT B - SAFETY MEETING AND WORK PROCEDURES.

5.14.4 Provide remediation of vacant homeless encampments.

5.14.5 Provide all sanitation facilities and supplies to its employees (water, poison oak repellant, etc.)

5.14.6 Adhere to "Part 6, Temporary Traffic Control" of the CA-MUTCD.

5.14.7 Provide all safe work zone devices for its employees pursuant to the CA-MUTCD, such as traffic control signage, cones, etc.

5.14.8 Furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.

5.14.9 Provide a monthly summary of work performed and identify any issues.

5.14.9.1 CONTRACTOR(s) shall provide reports that break down the quantity and tonnage of the different types of debris (see EXHIBIT C – LITTER LOG FORM) and electronically submit on a monthly basis to:

Emilia Gregorio
Maintenance Yard Clerk
Email: gregorioe@countyofmonterey.gov
Phone: (831) 755-4883

5.14.10 Upon receiving a request for work from the County, County contact shall provide a location delineating the limits of the individual litter cleanup task (refer to EXHIBIT A – COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK) and utilize the online County Maintained Roads link at *https://maps.co.monterey.ca.us/portal/apps/instant/minimalist/index.html?appid=c07a67cca9d94c69a84ad3b1656a85e8* to determine public lands and road rights-of-way as a guide.

5.14.11 CONTRACTOR(s) shall not commence work until a formal Notice to Proceed has been issued by County in writing, which may include a work schedule and start date.

5.14.12 All work shall be performed in conformance with all applicable County, State and Federal laws relevant to the specific project scope.

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6.0 AGREEMENT TERM

6.1. The term of the AGREEMENT will be for an initial term of three (3) years with the option to extend the AGREEMENT for up to two (2) additional years.

6.1.1. County is not required to state a reason if it elects not to renew or extend the AGREEMENT.

6.2. If the AGREEMENT includes options for renewal or extension, **CONTRACTOR(s) must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.**

6.2.1. Both parties shall agree upon rate changes in writing.

6.3. The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30)-day written notice, or immediately, with cause.

7.0 QUALIFICATION REQUIREMENTS

7.1 Interested firms must meet ALL of the following qualification requirements in order to be considered by County:

7.1.1 CONTRACTOR shall ensure that all services, costs, and materials comply, at a minimum, with the specifications for the State of California and CAL/OSHA regulations, as applicable.

7.1.2 CONTRACTOR shall maintain all required licenses, certifications, and insurance in full force and effect, in compliance with applicable state and local jurisdictions, throughout the entire term of the AGREEMENT.

7.1.3 CONTRACTOR shall possess the necessary qualifications, knowledge, and expertise to perform the services outlined in Section 5.0, Scope of Work.

7.1.4 CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations for the services.

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8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1. CONTENT AND LAYOUT:

8.1.1. CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Proposal Layout
Organize and Number Sections as Follows:

Section 1	COVER LETTER (including firm information and contact information)
	SIGNATURE PAGE
	SIGNED ADDENDA (if any)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH (to meet the services described in Section 5.0, Scope of Work)
Section 3	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	PERSONNEL QUALIFICATION STATEMENT, PROJECT EXPERIENCE AND REFERENCES **(ATTACHMENT A)**
Section 5	PRICING SCHEDULE **(ATTACHMENT B)**
Section 6	TECHNICAL ASPECTS OF PROPOSAL
Section 7	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 8	STATEMENT TO SERVICE ENTIRE COUNTY
Section 9	LOCAL BUSINESS DECLARATION FORM **(ATTACHMENT C)**
Section 10	EXCEPTIONS
Section 11	APPENDIX

Section 1, Requirements:

Cover Letter: All proposal packages must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

Firm Information: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with AGREEMENT. Include CONTRACTOR's license class and license number.

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Contact Information: The name, address, phone number, and email of CONTRACTOR's primary contact person during the solicitation process through to potential AGREEMENT award.

Data Universal Numbering System (DUNS) Number: Provide DUNS number issued by Dun and Bradstreet Information Services. Firm(s) must have a DUNS number.

Former Firm Name(s): If any, indicate all previous firm (or branch office) name(s) during the last five (5) years. Indicate the year that any and all corporate name change(s) were effective and the associated DUNS number. This information is used to review past performance on Federal contracts.

Litigation History: Provide a description of litigation to which your firm has been a party to in the past five (5) years. Please include the following details:

Name of Case
Case Number
Date Filed
Court in which Filed
Judgment or Result
Date of Judgment or Result

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as those issued by CAL\OSHA) received by CONTRACTOR, or any business organization owned or operated by CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Prior Contract Termination: If the firm has ever had a contract terminated for failure to satisfactorily complete the work, please provide a description of the contract work and the circumstances relating to failure to complete the work.

Signed Signature Page and Signed Addenda (if any Addenda were released for this solicitation): Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink.

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Section 2, Proposed Approach (to meet the services described in Section 5.0, Scope of Work):

Describe CONTRACTOR's proposed approach for meeting the service requirements described in Section 5.0, Scope of Work, and throughout this RFP #10956.

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An implementation plan that describes in detail:

(i) Manner in which CONTRACTOR intends to provide adequate staffing, and equipment or other resources to be provided;

(ii) Identify subcontractors, if any, CONTRACTOR proposes to use to provide the services as outlined in this RFP #10956; and

(iii) Any other service implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested by County.

Provide detailed description of efforts CONTRACTOR will undertake to achieve County satisfaction and to satisfy the requirements of Section 5.0, Scope of Work.

Section 3, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications necessary to provide the services as set forth in Section 5.0, Scope of Work, and the insurance requirements as set forth in the County AGREEMENT, which may be viewed on the link provided on Section 22.0, Sample Agreement, of this RFP #10956.

Licensing Requirements: CONTRACTOR must acknowledge, in writing, its compliance with all laws governing the services as described within RFP #10956, and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and equipment to perform services as specified under RFP #10956.

Section 4, Personnel Qualification Statement, Project Experience and References (see Attachment A):

Personnel Qualification Statement: CONTRACTOR shall attach the organizational chart of the team that will provide services as specified under RFP #10956. The chart should show the names and roles of all key personnel.

CONTRACTOR shall include listing of *each* qualified individual staff member (supervisory and technician) assigned to perform services described in Section 5.0, Scope of Work, including a description of the following:

1. Technical expertise including all licenses/certifications and issue dates
2. Relevant experience
3. Dispatch location (site address)

Project Experience and References: CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

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CONTRACTOR shall provide three (3) similar work examples and references in **ATTACHMENT A – PERSONNEL QUALIFICATION STATEMENT, PROJECT EXPERIENCE AND REFERENCES** for which it provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) within the last five (5) years. Information provided should demonstrate work experience with litter abatement services for projects of various sizes and scope, and governmental agency work experience. Examples should demonstrate CONTRACTOR's capacity and expertise to meet customer needs, and should include at a minimum:

1. Client Name and Contact Information
   Please include phone number and email, if possible, as the County will conduct reference checks using this information.
2. Duration of Services (start/end dates)
3. Brief Description of Services provided including the following:
   - Service area size (geographical size and quantity of devices)
   - Type(s) of services provided
   - Service team and their roles
4. Please include significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

Section 5, Pricing Schedule (Attachment B):

CONTRACTOR shall complete and submit pricing as per **ATTACHMENT B – PRICING SCHEDULE** attached hereto, and include the following:

CONTRACTOR's Equipment List
CONTRACTOR shall provide a complete list of equipment owned by CONTRACTOR and available for services as specified under RFP #10956. Include a statement describing alternate solution to provide services under this AGREEMENT in the event of mechanical failure.

Section 6, Technical Aspects of Proposal:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal package is inclusive of all elements necessary to complete the services being requested in this RFP.

Section 7, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to the County's Climate-Friendly Purchasing Policy: *https://countyofmonterey.gov/home/showpublisheddocument/2305/636241459023*

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900000. CONTRACTOR shall indicate whether it is a "Green Certified" business and state which governing authority administered the certification.

Section 8, Statement to Service Entire County:

Include a statement acknowledging that CONTRACTOR can service all locations or stipulate which of the following locations CONTRACTOR cannot provide services to: Pajaro, Castroville, Royal Oaks, Salinas, Monterey, Carmel Valley, Marina, Seaside, Prunedale, Aromas, Soledad, King City, and as far reaching in the South County past the San Luis Obispo County border.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 9, Local Business Declaration Form (Attachment C):

CONTRACTOR shall declare whether or not it is a local business in accordance with the County of Monterey's Local Business Preference Policy.

Section 10, Exceptions:

Submit any and all exceptions to this solicitation on separate pages and clearly identify at the top of each page with "EXCEPTION TO COUNTY RFP #10956". Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate County to revise the terms of the RFP or AGREEMENT.

Section 11, Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

8.2. **ADDITIONAL REQUIREMENTS:** To be considered "responsive", submitted proposal packages shall adhere to the following:

8.2.1. Four (4) sets of the proposal package (one [1] original proposal package marked "Original" plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to "RFP #10956". In addition, submit one (1) electronic version (preferrable as a PDF file) of the entire proposal package on a USB memory stick. Additional copies may be requested by County at its discretion.

8.2.2. Proposal packages shall be prepared on 8 ½ x 11 paper, preferably bound with front and back covers. Foldout charts, tables, spreadsheets, brochures, pamphlets, and

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other pertinent information or work product examples may be included as Appendices.

8.2.3. Reproductions of the County of Monterey Seal shall not be used in any documents submitted in response to this solicitation.

8.2.4. CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal package. Any corrections or late changes must be made by manually striking through the incorrect text and making the correction in BLUE ink. Corrections may be handwritten or typed next to the original text and must be initialed in BLUE ink by the individual signing the proposal package.

8.2.5. To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal package**. Proposal packages submitted without that page will be deemed non-responsive. Proposal package signature on the Signature Page must be manual, in BLUE ink, and included with the original copy of the proposal package. Photocopies of the Signature Page may be inserted into the remaining three (3) proposal package copies.

8.3. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET INFORMATION:** Proposal packages submitted in response to this RFP are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any proposal package so marked. Proposal packages submitted in response to this RFP will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONTRACTOR shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONTRACTOR, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County's normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONTRACTORS are advised to consider, when deciding what information to include in their submitted proposal package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFP or any proposal package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONTRACTOR is agreeing to the County's release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONTRACTOR, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable

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law, and CONTRACTOR's responding to this RFP acknowledge that the decision whether to assert any such exemption will be made in the County's sole discretion. Submission by an interested CONTRACTOR constitutes a complete waiver of any claims whatsoever against the County, and/or its agents, officers, or employees, that the County has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal package to be inspected.

Additionally, all proposal packages received by County in response to this RFP shall become the exclusive property of the County. The County reserves the right, without limitation, to make use of any information or ideas contained in the proposal package submitted. By submitting information and documents to the County as part of this RFP, CONTRACTORS acknowledge and agree to the terms of this Section 8.3.

9.0 SELECTION CRITERIA

9.1. The selection of CONTRACTOR(s) and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal package. CONTRACTOR should submit sufficient information for County to easily evaluate proposal packages with respect to the selection criteria. The absence of required information may cause the proposal packages to be deemed non-responsive and may be cause for rejection. County may decide to conduct interviews and contact references during the selection process.

9.2. Selection criteria include, but are not limited to, the following:

9.2.1. CONTRACTOR's demonstrated understanding of the services required as described within this RFP #10956, quality and thoroughness of the proposal package.

9.2.2. CONTRACTOR's ability to mobilize to County projects in a timely manner.

9.2.3. CONTRACTOR's demonstrated related project experience, previous governmental agency work, including on-call contract work.

9.2.4. CONTRACTOR's record of safety and regulatory compliance.

9.2.5. CONTRACTOR's demonstrated ability to perform on site work safely and efficiently for similar clients.

9.2.6. Ability of CONTRACTOR to provide services throughout the entire County, including ability to respond timely to emergencies.

9.2.7. CONTRACTOR's history of reliable, prompt, and thorough services.

9.2.8. Ability of CONTRACTOR to provide services at competitive rates.

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9.2.9. CONTRACTOR's compliance with all County requirements, including insurance and indemnification requirements, as detailed within RFQ #10956 and in the AGREEMENT (see link provided in Section 22.0, Sample Agreement).

9.2.10. CONTRACTOR's sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.

9.3. In an effort to select the highest quality services for the County at the best possible value, all proposal packages will be evaluated on their ability to provide services listed under Section 5.0, Scope of Work.

9.3.1. Scoring criteria include the following:

Scoring Criteria	**Maximum Points**
Understanding of the work to be done	20
Experience with similar kinds of work	20
Quality of staff assigned for work to be done	20
Familiarity with State and Federal procedures	10
Demonstrated Technical Ability	10
References	10
Environmentally Friendly Practices and Green Business Certification as described in Section 7, Scope of Work	5
Local Business Declaration Form	5
Total Maximum Points	**100**

9.4. AGREEMENT award(s) will not be based on cost alone.

9.5. To the extent that personnel and equipment shall be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford County an opportunity to inspect CONTRACTOR's equipment and additional proposed team information prior to award of the AGREEMENT.

9.6. The award(s) resulting from this RFP #10956 will be made to CONTRACTOR(s) that submit a response that, in the sole opinion of County, best serves the overall interest of County.

9.7. The award(s) made from this RFP #10956 may be subject to approval by County Board of Supervisors.

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10.0 SUBMITTAL INSTRUCTIONS AND CONDITIONS

10.1. Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE FOLLOWING INFORMATION:

RFP #: RFP #10956, Litter Abatement Services
PRIMARY CONTACT FOR COUNTY NAME: Jacqueline A. Goetz
CONTRACTOR's NAME: _____

10.2. Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

10.3. Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.

10.3.1 Carrier: If the proposal package is to be delivered via carrier, the carrier tracking number for the package shall be emailed to the Primary Contact for the County listed in Section 4.1 of this solicitation prior to the submittal deadline. This will verify the proposal package was received on time.

10.3.2 In person: If the proposal package is to be delivered in person by the CONTRACTOR or by the CONTRACTOR's representative or agent, a confirmation of receipt shall be requested by the CONTRACTOR or by the CONTRACTOR's representative or agent to confirm the proposal package meets the submittal deadline.

10.4. Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.

10.5. Acceptance: Proposal packages are subject to acceptance at any time within ninety (90) days after opening. County reserves the right to reject any and all proposal packages, or part of any proposals package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.

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10.6. Ownership: All submittals in response to this solicitation become the property of County. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

10.7. Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.

10.8. CAL/OSHA: If applicable to the specific project scope, the items proposed shall conform to all applicable requirements of the CAL/OSHA Act of 1973.

11.0 PRICING

11.1. CONTRACTOR(s) shall complete **ATTACHMENT B - PRICING SCHEDULE** for the provision of services as outlined within this RFP.

11.2. CONTRACTOR prices stated in **ATTACHMENT B – PRICING SCHEDULE** shall be effective from the date the proposal package is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

11.3. Prior to the start of each County service request, County and CONTRACTOR(s) will mutually agree upon the scope and budget for the services to be completed.

11.3.1. CONTRACTOR shall prepare a proposal or recommendation for County approval.

11.3.2. Pricing shall be consistent with rates provided in ATTACHMENT B – PRICING SCHEDULE.

11.3.3. Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.

11.4. Method of Payment

11.4.1. CONTRACTOR shall be paid based on specific rates of compensation.

11.5. Invoicing by CONTRACTOR(s) will clearly itemize, to show labor hours, material, direct costs, any mark-up, and shall include but is not limited to, the following:

11.5.1. County Department.

11.5.2. Multi-Year Agreement (MYA) number.

11.5.3. Delivery Order (DO) number under which the invoice is to be charged.

11.5.4. Location and services provided.

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11.5.5. Date(s) of services.

11.5.6. County contact/requestor of services.

11.6. Proposal package should include any early payment discounts and/or incentives offered.

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12.0 AGREEMENT AWARD

12.1. No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.2. Board of Supervisors: The award(s) made from this solicitation may be subject to approval by County Board of Supervisors.

12.3. Interview: County reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.

12.4. Incurred Costs: County is not liable for any costs incurred by CONTRACTOR in response to this solicitation.

12.5. Notification: All CONTRACTORS who have submitted a proposal package will be notified of the final decision as soon as it has been determined.

12.6. In County's Best Interest: The award(s) resulting from this solicitation will be made to CONTRACTOR(s) that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

13.0 SEQUENTIAL AGREEMENT NEGOTIATION

County will pursue AGREEMENT negotiations with CONTRACTOR who submit(s) the best proposal package or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the AGREEMENT negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue AGREEMENT negotiations with the entity that submitted a proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TERMS AND CONDITIONS

CONTRACTOR(s) selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested services. The AGREEMENT shall be written by County in a standard format approved by the Office of the County Counsel, similar to the County of Monterey Standard Agreement referenced in Section 22.0 "**SAMPLE AGREEMENT**" below. Submission of a signed proposal package and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this

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solicitation and the standard provisions included in Section 22.0 below and at https://www.countyofmonterey.gov/home/showpublisheddocument/139256/638799003189230000. County may but is not required to consider including language from the CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS Section of CONTRACTOR's proposal package.

15.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of County when received by County **and may be considered public information under applicable law.** Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in Section 8.3, above. County will not disclose proprietary information to the public, unless required by law; however, County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

17.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

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18.0 PREVAILING WAGE

Under California Labor Code sections 1720 et seq., an AGREEMENT for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: *http://www.dir.ca.gov/public-works/prevailing-wage.html*.

19.0 HAZARDOUS MATERIALS – TRANSPORTATION REQUIREMENTS

Transportation of any and all hazardous materials pursuant to this AGREEMENT shall be performed in strict compliance with all applicable State, Federal, and local laws and regulations, including but not limited to:

- The Federal Superfund Amendments and Reauthorization Act (SARA) Title III;
- The Resource Conservation and Recovery Act (RCRA);
- United States Department of Transportation (DOT) hazardous materials regulations (49 Code of Federal Regulations (C.F.R.) Parts 171–180); and
- California Hazardous Materials Transportation statutes and regulations, including those enforced by the California Department of Toxic Substances Control (DTSC) and the California Highway Patrol (CHP).

CONTRACTOR shall ensure that all hazardous materials transported pursuant to the performance of this AGREEMENT are properly classified, packaged, marked, labeled, placarded, and accompanied by all required shipping papers and manifests. CONTRACTOR shall maintain and provide to County, upon request, current Safety Data Sheets (SDS) and any other documentation necessary to describe the traits, characteristics, and hazardous properties of the materials being transported.

CONTRACTOR understands and agrees that transportation of hazardous materials requires complete and accurate documentation and full compliance with applicable safety requirements. County shall not be responsible or liable for any accidental or intentional discharge, spill, release, or escape of hazardous materials during transportation or storage under CONTRACTOR's control. County shall further bear no responsibility for CONTRACTOR's failure to properly classify, package, secure, handle, or transport hazardous materials in accordance with applicable law.

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CONTRACTOR shall immediately notify County, and all required regulatory agencies of any release, spill, or incident involving hazardous materials during transportation in accordance with applicable notification requirements.

20.0 CLEANUP

20.1 Cleanup: During performance and completion of services, CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 PREFERENCE FOR LOCAL CONTRACTORS

21.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.

21.2 Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.

21.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to RFPs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.

21.4 Definitions: For the purpose of this section, the following terms have the meanings indicated:

21.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.

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21.4.2 "Bid" includes any competitive bid, whether formal or informal.

21.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.

21.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

21.4.5 “Local Vendor" means a Vendor for which all of the following criteria apply:

21.4.5.1 Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three (3) counties as defined as “Area”;

21.4.5.2 Vendor employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”;

21.4.5.3 Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County.

21.4.5.4 Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

21.4.5.5 If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area”.

21.5 Link to County’s Local Preference Policy: https://www.countyofmonterey.gov/home/showdocument?id=22313.

22.0 SAMPLE AGREEMENT

22.1 The County AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at the following link:

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https://www.countyofmonterey.gov/home/showpublisheddocument/139256/638799003189230000https://www.countyofmonterey.gov/home/showpublisheddocument/139258/638779912688970000.

22.2 Modifications to the County AGREEMENT provided in the link above are listed below:

22.2.1 **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 $2,000,000 per occurrence, and $4,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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SIGNATURE PAGE

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS

RFP #10956
RELEASE DATE: November 20, 2025

RFP #10956 TITLE: Litter Abatement Services

PROPOSAL PACKAGES ARE DUE AT THE DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS BY 3:00 P.M., PACIFIC STANDARD TIME (PST), ON JANUARY 8, 2026

MAILING ADDRESS:
COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS
1441 SCHILLING PLACE, SOUTH 2nd FLOOR
SALINAS, CALIFORNIA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:
Jacqueline A. Goetz, goetzj@countyofmonterey.gov, (831) 755-4844

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL PACKAGE (one [1] original plus three [3] copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal package.
Proposal packages submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL PACKAGE
I hereby agree to furnish the articles and/or services stipulated in my proposal package at the price quoted, subject to the instructions and conditions in the RFP. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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ATTACHMENTS/EXHIBITS

Docusign Envelope ID: 3FF0AD53-AC21-4E8B-B08D-CF0682AA259D

ATTACHMENT A – PERSONNEL QUALIFICATION STATEMENT, PROJECT EXPERIENCE AND REFERENCES

Personnel Qualification Statement: CONTRACTOR shall attach the organizational chart of the team that will provide services as specified under RFP #10956. The chart should show the names and roles of all key personnel.

CONTRACTOR shall include listing of *each* qualified individual staff member (supervisory and technician) assigned to perform services described in Section 5.0, Scope of Work, including a description of the following:

1. Technical expertise including all licenses/certifications and issue dates
2. Relevant experience
3. Dispatch location (site address)

Project Experience and References: CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide three (3) similar work examples and references from clients for whom CONTRACTOR provided similar services as described in Section 5.0, Scope of Work (preferably California State or local government agencies) within the last five (5) years. Information provided should demonstrate work experience with litter abatement services for projects of various sizes and scope, and governmental agency work experience. Examples should demonstrate CONTRACTOR's capacity and expertise to meet customer needs, and should include at a minimum:

1. Client Name and Contact Information
   Please include phone number and email, if possible, as the County will conduct reference checks using this information.
2. Duration of Services (start/end dates)
3. Brief Description of Services provided including the following:
   a. Service area size (geographical size and quantity of devices)
   b. Type(s) of services provided
   c. Service team and their roles
4. Please include significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

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ATTACHMENT B – PRICING SCHEDULE

CONTRACTOR shall provide a Pricing/Fee Schedule that includes all Equipment List Rates, applicable Rental Fees, and any other relevant fees.

SAMPLE GUIDE

PRICING SCHEDULE			
Personnel	**Year 1**	**Year 2**	**Year 3**
Per Person, Daily Rate	$	$	$
Per Person, Hourly Rate	$	$	$
Crew, Daily Rate	$	$	$
Crew, Hourly Rate	$	$	$
Etc.			
Etc.			
Item	**Year 1**	**Year 2**	**Year 3**
Equipment (please list all equipment to be used)	$	$	$
Dumping Fees per Ton	$	$	$
Etc.			
Etc.			

*CONTRACTOR's rates shall remain valid through the initial three (3)-year term of the Agreement, effective May 1, 2026. CONTRACTOR shall indicate whether the rates are based on the fiscal year (July 1 – June 30) or the calendar year (January – December).

*Please specify the standard number of hours included in the CONTRACTOR's Daily Rate: _____

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ATTACHMENT C – LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the County of Monterey Board of Supervisors on August 29, 2012, it must certify they meet the definition of "Local Vendor" as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

https:/www.countyofmonterey.gov/home/showpublisheddocument/22313/637509076939470000

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration Form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one (1) in order for a business to be considered local):

☐ It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is in an unincorporated area within one (1) of the three (3) counties as defined as "Area"; and

☐ It employs at least one (1) full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the "Area"; and

☐ Its business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and

☐ It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: **"Area"** shall mean Monterey County, San Benito County, and Santa Cruz County.

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ATTACHMENT C – LOCAL BUSINESS DECLARATION FORM

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area".

On behalf of my business entity (i.e., organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and dba name if any):

_____

Business Address:

_____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ Date***:*** _____

Title of Authorized Representative: _____

Phone: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do <u>not</u> qualify as a local business as per the policy should <u>not</u> submit this form.

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COUNTY OF MONTEREY
2025 MAINTAINED MILEAGE BOOK
Caltrans District 5

Docusign Envelope ID: 3FF0AD53-AC21-4E8B-B08D-CF0682AA259D

EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
2	0101	NASHUA RD	SH001	0127 COOPER RD	3.770
3	0102	SAN JUAN RD	0123 PORTER DR	END	9.330
4	0103	ELKHORN RD	1072 BLACKIE RD	SH156	0.000
5	0103	ELKHORN RD	10H21 CATHEDRAL OAK	0108 CASTROVILLE BL	0.000
6	0103	ELKHORN RD	0108 CASTROVILLE BL	104 HALL RD	7.000
7	0103	ELKHORN RD	0104 HALL RD	0124 SALINAS RD	1.120
8	0104	HALL RD	105 SAN MIGUEL CYN RD	0103 ELKHORN RD	2.850
9	0105	SAN MIGUEL CYN RD	SH101	0104 HALL RD	4.650
10	0105	SAN MIGUEL CYN RD	0104 HALL RD	0106 TARPEY RD	0.450
11	0105	SAN MIGUEL CYN RD	0106 TARPEY RD	0102 SAN JUAN RD	3.090
12	0106	TARPEY RD	0102 SAN JUAN RD	105	1.290
13	0107	CARPENTERIA RD	0102 SAN JUAN RD	SCR CO	2.510
14	0108	CASTROVILLE BLVD	SH156	0103 ELKHORN RD	2.500
15	0108	CASTROVILLE BLVD	0103 ELKHORN RD	0105 SAN MIGUEL CYN	3.000
16	0109	SAN JUAN GRADE RD	CL @ RUSSELL RD	URL @ ROGGE RD	0.590
17	0109	SAN JUAN GRADE RD	URL @ ROGGE RD	URL .3M N/HEBERT RD	2.374
18	0109	SAN JUAN GRADE RD	URL .3M N/HEBERT RD	CRAZY HORSE CYN RD	0.946
19	0110	STRAWBERRY RD	105 SAN MIGUEL CYN RD	0103 ELKHORN RD	3.310
20	0111	OLD STAGE RD	MP 16.23-SAL C.L.	OLD NATIVIDAD RD MP 17.20	0.970
21	0111	OLD STAGE RD	OLD NATIVIDAD RD MP 17.20	NATIVIDAD RD MP 17.82	0.620
22	0111	OLD STAGE RD	NATIVIDAD RD MP 17.82	0112 HEBERT RD MP 18.96	1.140
23	0112	HEBERT RD	0109 SAN JUAN GR RD	1068 PESANTE RD	0.000
24	0112	HEBERT RD	0111 OLD STAGE RD	0109 SAN JUAN GR RD	0.490
25	0113	ECHO VALLEY RD	105 SAN MIGUEL CYN RD	SH101	3.040
26	0114	NATIVIDAD RD	0111 OLD STAGE RD	SAL (at Rogge Rd)	1.150
27	0115	AROMAS RD	0107 CARPENTERIA RD	0102 SAN JUAN RD	1.380
28	0116	VIA TANQUES	1066 DOLAN RD	END	0.060
29	0118	ESPINOSA RD	0121 RUSSELL RD	SH 183	5.040
30	0119	DUNBARTON RD	END	0102 SAN JUAN RD	0.750
31	0120	CRAZY HORSE CYN RD	0109 SAN JUAN GR RD	SH101	3.780
32	0121	RUSSELL RD	1080 ROGGE RD	URBAN LIMIT	0.000
33	0121	RUSSELL RD	URBAN LIMIT	0109 SAN JUAN GR RD	0.000
34	0121	RUSSELL RD	0109 SAN JUAN GRD	SH101	0.940
35	0122	MOLERA RD	SH001	SH001	2.980
36	0122	MOLERA RD	SH001	0101 NASHUA RD	0.020
37	0123	PORTER DR	SCR CO	0124 SALINAS RD	0.220
38	0125	BLANCO RD	SALINAS CITY LIMIT	SH 68	1.090
39	0125	BLANCO RD	0126 DAVIS RD	SALINAS CITY LIMIT/LUTHER WAY	0.740

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
40	0125	EAST BLANCO RD	SAL	SH068	1.070
41	0126	DAVIS RD	SAL	URBAN LIMIT	1.670
42	0126	DAVIS RD	URBAN LIMIT	0203 DAVIS RD	1.660
43	0127	COOPER RD	0101 NASHUA RD	0125 BLANCO RD	1.570
44	0128	CALLE DEL ADOBE	1041 BORONDA RD	SAL	0.570
45	0130	ALISAL RD	0111 OLD STAGE RD	URBAN LIMIT	3.880
46	0130	ALISAL RD	URBAN LIMIT	SALINAS CITY LIMIT	0.730
47	0131	HUNTER LANE	0132 HARKINS RD	SH068	1.570
48	0132	HARKINS RD (0132-10)	1SP02 5TH ST	SAL	0.000
49	0132	HARKINS RD + HARRIS RD	0133 SPRECKELS BLVD	SAL	1.800
50	0132	HATTON AVE	0133 SRECKELS BLVD	1SP02 5TH ST	0.000
51	0133	SPRECKELS BLVD	SH068	1138 HARRIS RD	1.690
52	0134	SPRECKELS RIVER RD	1138 HARRIS RD	0210 RIVER RD	0.000
53	0135	ABBOTT ST	SH101	URBAN LIMIT	1.640
54	0136	SPENCE RD	SH101	0130 ALISAL RD	1.930
55	0137	CHRISTENSEN RD	0118 ESPINOSA RD	END	0.460
56	0138	SALA RD	1037 HARRISON RD	END	0.130
57	0139	ECHO VALLEY CT	0113 ECHO VALLEY RD	END	0.220
58	0202	BLANCO RD	0206 RESERVATION RD	0126 DAVIS RD	4.610
59	0203	DAVIS RD	0126 DAVIS RD	0206 RESERVATION RD	0.440
60	0205	LAURELES GRADE	0209A CARMEL VLY RD	SH068	6.000
61	0206	RESERVATION RD	200 ft W OF BLANCO RD	SH068	5.610
62	0210	RIVER RD	SH068	0314 CHUALAR RIVER RD	9.070
63	0213	OLD STAGE RD	WILLIAMS RD (SAL C.L. MP 14.46)	MP 16.23 (SAL C.L.)	0.000
64	0222	SAN BENANCIO RD	SH068	223 CORRAL DE TIERRA	4.790
65	0223	CORRAL DE TIERRA	SH068	0222 SAN BENANCIO CYN RD	7.690
66	0232	OCEAN AVE	SH001	CML	0.190
67	0232	OCEAN AVE	SH001	END	0.040
68	0301	METZ RD	SH146	0303 METZ RD	6.280
69	0302	LOCKWOOD SAN LUCAS RD	SH198	3069 CATTLEMEN RD	0.470
70	0303	METZ RD	0301 METZ RD	KNC	10.360
71	0304	OLD STAGE RD	0318 ALTA ST (MP 0.00)	0317 CHUALAR CANYON RD (MP 4.51)	4.510
72	0304	OLD STAGE RD	CHUALAR CANYON RD (MP 4.51)	WILLIAMS RD (MP 14.46-SAL C.L.)	9.950
73	0305	JOLON RD	0405 JOLON RD	SH101	9.870
74	0306	ARROYO SECO RD	0316 ELM AVE	0309 CARMEL VLY RD	7.000
75	0308	BITTERWATER RD	KNC	SBT CO	7.290
76	0310	RIVER RD	0314 CHUALAR RIVER RD	0310B FT ROMIE RD	14.600
77	0311	SPRECKELS RD	0303 METZ RD	KNC	3.460

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1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
78	0312	CENTRAL AVE	SH101	316 ELM AVE	7.320
79	0313	OASIS RD	0404 OASIS RD	0315 SAN LUCAS RD	0.910
80	0314	CHUALAR RIVER RD	0310 RIVER RD	3CH06 GRANT ST	2.540
81	0315	SAN LUCAS RD	0305 JOLON RD	0313 OASIS RD	2.470
82	0316	ELM AVE	0306 ARROYO SECO RD	GNFD	4.710
83	0317	CHUALAR RD	0317A PAYSON ST	0304 OLD STAGE RD	1.270
84	0318	ALTA ST	SH101	GONZALES CITY LIMIT	1.210
85	0318	ALTA ST	GONZALES CITY LIMIT	SH101	0.090
86	0319	GONZALES RIVER RD	0310B RIVER RD	GNZ	2.160
87	0320	ASSOCIATED LN	0304 OLD STAGE RD	3037 FANOE RD	1.340
88	0401	PARIS VALLEY RD	402 LOCKWOOD SAN LUCAS	SH101	9.060
89	0402	LOCKWOOD SAN LUCAS RD	0407 LOCKWOOD JOLON	SH198	14.180
90	0403	CHOLAME RD	0408 VINEYARD CYN RD	SLO CO	10.460
91	0404	OASIS RD	402 LOCKWOOD SAN LUCAS	0313 OASIS RD	2.650
92	0405	JOLON RD	0406 JOLON RD	0305 JOLON RD	7.950
93	0406	JOLON RD	SH101	405 JOLON RD	22.400
94	0407	LOCKWOOD-JOLON RD	0406 JOLON RD	402 LOCKWOOD-SAN LUCAS RD	2.280
95	0408	VINEYARD CYN RD	SLO CO	0403 CHOLAME RD	18.860
96	0409	HARE CYN RD	0410 INDIAN VLY RD	4055 BRADLEY RD	6.550
97	0410	INDIAN VALLEY RD	409 HARE CYN RD	0411 PEACH TREE RD	13.160
98	0411	PEACH TREE RD	0410 INDIAN VLY RD	SH198	13.750
99	0412	NACIMIENTO LAKE DR	4022 VISTA RD	0406 JOLON RD	7.000
100	1001	MCGOWAN RD	1004 TRAFTON RD	SCR CO	0.760
101	1002	SAN JUAN GRADE RD	CRAZY HORSE CYN RD	SBT CO	4.310
102	1003	HUDSON LANDING RD	103 ELKHORN RD	END	1.400
103	1004	TRAFTON RD	1006 BLUFF RD	0124 SALINAS RD	4.180
104	1006	BLUFF RD	1008 JENSEN RD	END	0.970
105	1007	BAY FARMS RD	0124 SALINAS RD	END	0.630
106	1008	JENSEN RD	SH001	8096 JENSEN RD	1.050
107	1009	HILLCREST RD	0124 SALINAS RD	END	0.470
108	1010	SPRINGFIELD RD	END	END	0.950
109	1011	HARRINGTON RD	1028 SILL RD	END	0.700
110	1012	STRUVE RD	SH001	ADOPTED SH001	0.000
111	1012	STRUVE RD	SH001	SH001	1.000
112	1014	GIBERSON RD	1012 STRUVE RD	END	2.030
113	1015	MAHER RD	0106 TARPEY RD	0113 ECHO VLY RD	2.940
114	1016	WERNER RD	0103 ELKHORN RD	0124 SALINAS RD	0.180
115	1017	DUNBARTON RD	SH101	SH101	0.700

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
116	1018	CORTO SAN MIGUEL R	105	END	0.150
117	1019	MURPHY RD	0102 SAN JUAN RD	SCR CO	0.640
118	1020	GARIN RD	0103 ELKHORN RD	1026 LEWIS RD	1.410
119	1022	HAYES RD	1026 LEWIS RD	END	1.090
120	1023	SANDHOLDT RD	1025 MOSS LANDING RD	END	0.610
121	1024	VEGA RD	105 SAN MIGUEL CYN RD	1026 LEWIS RD	2.300
122	1025	MOSS LANDING RD	SH001	SH001	0.760
123	1026	LEWIS RD	0124 SALINAS RD	0105 SAN MIGUEL CYN RD	4.830
124	1027	PINI RD	0104 HALL RD	END	0.200
125	1028	SILL RD	END	0104 HALL RD	0.860
126	1030	PADDON RD	105 SAN MIGUEL CYN RD	END	0.340
127	1031	MONTE RD	0101 NASHUA RD	2084 MONTE RD	1.080
128	1032	HIDDEN VALLEY RD	0103 ELKHORN RD	0110 STRAWBERRY RD	3.060
129	1034	OSBORN RD	0103 ELKHORN RD	END	0.120
130	1035	MARTINES RD	1037 HARRISON RD	END	0.390
131	1036	REA AVE	0107 CARPENTERIA RD	END	0.450
132	1037	HARRISON RD	0121 RUSSELL RD	1PP02 DAMIAN WY	2.040
133	1038	CARNEROS RD	0107 CARPENTERIA RD	END	0.390
134	1039	SAN JON RD	1041 BORONDA RD	1039 SAN JON RD	1.840
135	1039	SAN JON RD	1039 SAN JON RD	SH183	0.450
136	1039	SAN JON RD	1039 SAN JON RD	1041 BORONDA RD	0.000
137	1040	COREY RD	0102 SAN JUAN RD	8107	0.440
138	1041	BORONDA RD	END	0128 CALLE DEL ADOBE	0.860
139	1041	BORONDA RD	1039 SAN JON RD	SAL C/L	1.290
140	1042	TUCKER RD	0110 STRAWBERRY RD	END	1.060
141	1043	POLLOCK LN	1068 PESANTE RD	END	0.370
142	1043	POLLOCK LN	1068 PESANTE RD	1070 CROSS RD	0.250
143	1044	PARADISE RD	105 SAN MIGUEL CYN RD	108 CASTROVILLE BLVD	2.940
144	1045	COKER RD	1068 PESANTE RD	END	0.370
145	1046	DESMOND RD	1044 PARADISE RD	END	0.290
146	1047	VALLE PACIFICO RD	1052 LANGLEY CYN RD	END	0.630
147	1048	BAYHILL RD	1007 BAY FARMS RD	1009 HILLCREST RD	0.110
148	1049	VISTA DR	ECHO VLY CT	END	0.580
149	1050	TUSTIN RD	0113 ECHO VLY RD	SH101	1.950
150	1051	MCGUFFIE RD	SH156	END	0.390
151	1052	LANGLEY CYN RD	105 SAN MIGUEL CYN RD	END	1.450
152	1053	OAK RD	1060 BERTA CYN RD	1058 VIERRA CYN RD	0.150
153	1054	MORO RD	105 SAN MIGUEL CYN RD	1050 TUSTIN RD	1.040

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
154	1054	MORO RD	1050 TUSTIN RD	END	1.000
155	1055	DYER RD	1064 MERIDIAN RD	END	0.310
156	1056	MALLORY CYN RD	SH101	END	0.880
157	1057	OLD STAGE RD	CRAZY HORSE CYN RD 20.29	SBT CO MP 23.25	4.960
158	1057	OLD STAGE RD	0112 HEBERT RD MP 18.96	CRAZY HORSE CYN RD MP 20.29	1.330
159	1058	VIERRA CYN RD	SH156	END	2.110
160	1059	MIDDLEFIELD RD	1086 STIRLING RD	0112 HEBERT RD	0.760
161	1060	BERTA CYN RD	SH101	END	1.090
162	1061	RODGERS RD	0118 ESPINOSA RD	END	2.220
163	1063	COLLINS RD	0108 CASTROVILLE BL	END	0.250
164	1064	MERIDIAN RD	0108 CASTROVILLE BL	SH156	2.700
165	1065	CRAZY HORSE CYN RD	1057 OLD STAGE RD	0109 SAN JUAN GR RD	0.340
166	1066	DOLAN RD	0108 CASTROVILLE BL	SH001	3.360
167	1067	ALLISON RD	1096 RAILROAD AVE	0102 SAN JUAN RD	0.400
168	1068	PESANTE RD	SH101	1075 HOLLY HILL DR	1.630
169	1068	PESANTE RD	1075 HOLLY HILL DR	END	1.070
170	1069	MANZANITA CIR	0108 CASTROVILLE BL	0108 CASTROVILLE BL	0.270
171	1070	CROSS RD	1112 REESE CIR	1068 PESANTE RD	0.720
172	1071	MILLER RD	1028 SILL RD	1LL06 OVERPASS RD	0.350
173	1072	BLACKIE RD	1072 BLACKIE RD	SH101	0.000
174	1072	BLACKIE RD	SH101	SH183	4.900
175	1073	KING RD	1068 PESANTE RD	8603 KING RD	0.240
176	1074	PRESTON RD	SH183	END	0.660
177	1075	HOLLY HILL DR	1068 PESANTE RD	END	0.850
178	1076	MAHER CT	1015 MAHER RD	END	0.320
179	1077	MESSICK RD	SH101	END	0.190
180	1078	VIA DEL SOL RD	0113 ECHO VLY RD	END	0.460
181	1079	KIRBY RD	0103 ELKHORN RD	END	0.230
182	1080	ROGGE RD	0109 SAN JUAN GR RD	CITY OF SALINAS LINE	0.460
183	1082	OLD NATIVIDAD RD	0114 NATIVIDAD RD	END	1.010
184	1084	LAGUNITA RD	1059 MIDDLEFIELD RD	0109 SAN JUAN GR RD	0.140
185	1086	STIRLING RD	0109 SAN JUAN GR RD	END	0.210
186	1088	WHITE RD	1089 SCHOCH RD	END	0.080
187	1089	SCHOCH RD	1035 MARTINES RD	END	0.160
188	1090	POTRERO RD	SH001	END	0.480
189	1094	ORCHARD LN	1043 POLLOCK LN	END	0.310
190	1096	RAILROAD AVE	0124 SALINAS RD	1067 ALLISON RD	0.720
191	1112	REESE CIR	SH101	END	0.550

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
192	1113	RALPH LN	SH101	END	0.500
193	1114	MERIDIAN SPUR	SH156	END	0.130
194	1116	AVILA RD	1066 DOLAN RD	1066 DOLAN RD	0.320
195	1117	RUSSO RD	1066 DOLAN RD	0103 ELKHORN RD	0.420
196	1118	LEWIS CT	1026 LEWIS RD	END	0.110
197	1119	LINDA VISTA PL	1054 MORO RD	END	0.170
198	1121	KORTRIGHT LN	0115 AROMAS RD	END	0.020
199	1123	NEPONSET RD	SH001	1122 DEL MONTE BLVD	0.160
200	1124	ARTICHOKE RD	0122 MOLERA RD	END	1.000
201	1125	MONTEREY DUNES WY	0122 MOLERA RD	END	0.400
202	1126	VIERRA KNOLLS DR	1058 VIERRA CYN RD	END	0.150
203	1127	GAIL CT	1126 VIERRA KNOLLS	END	0.020
204	1128	COMMERCIAL PKWY	1072 BLACKIE RD	1072 BLACKIE RD	1.020
205	1129	COOPER RD	SH183	0101 NASHUA RD	1.330
206	1130	MCFADDEN RD	0127 COOPER RD	SH183	2.120
207	1131	ARMSTRONG RD	0125 BLANCO RD	1130 MCFADDEN RD	0.920
208	1131	ARMSTRONG RD	1130 MCFADDEN RD	SH183	0.000
209	1132	HITCHCOCK RD	0125 BLANCO RD	SHO68	3.560
210	1133	OLD CEMETERY RD	SH 1183	END	0.040
211	1134	MARKET CIR	SH183	END	0.190
212	1135	EL RANCHO WY	1041 BORONDA RD	1148 POST DR	0.370
213	1136	ALVIN DR EXT	1041 BORONDA RD	SALINAS CITY LIMIT	0.000
214	1137	FOSTER RD	SH068	0126 DAVIS RD	2.000
215	1138	HARRIS RD	URL .3M E/RAILROAD AVE	URL .38M SW/ABBOTT ST	1.860
216	1138	HARRIS RD	SPRECKELS BLVD	URL .3M E/RAILROAD AVE	0.210
217	1139	SPRECKELS LN	0133 SPRECKELS BL	END	0.160
218	1140	HARTNELL RD	0130 ALISAL RD	SH101	1.670
219	1141	ZABALA RD	0130 ALISAL RD	0111 OLD STAGE RD	2.060
220	1142	ECKHART RD	0136 SPENCE RD	END	0.220
221	1143	POTTER RD	0111 OLD STAGE RD	SH101	2.070
222	1144	ROSEHART WY	1143 POTTER RD	1143 POTTER RD	0.390
223	1145	ESPERANZA RD	SH101	0111 OLD STAGE RD	1.940
224	1146	SOMAVIA RD	SH101	END	1.330
225	1147	ENCINAL RD	0111 OLD STAGE RD	END	1.370
226	1148	POST DR	128 CALLE DEL ADOBE	1135 EL RANCH WY	0.050
227	1149	HILLTOP RD	1008 JENSEN RD	1PJ05 SALINAS RD	1.100
228	1150	HARRY ELLINGWOOD RD	8844 BALLANTREE LN (PRIVATE)	END	0.360
229	2003	PORTOLA DR	END	0206 RESERVATION RD	1.410

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
230	2008	CREEKSIDE TER	2003 PORTOLA DR	END	0.200
231	2013	CALERA CYN RD	223 CORRAL DE TIERRA	END	1.250
232	2015	UNDERWOOD RD	223 CORRAL DE TIERRA	END	2.160
233	2017	CORRAL DEL CIELO	0222 SAN BENANCIO CYN RD	END	0.800
234	2019	LAGUNA RD	0210 RIVER RD	2020 ABBOTT RD	0.470
235	2020	ABBOTT RD	2019 LAGUNA RD	2025 COREY RD	0.880
236	2021	VIOLINI RD	2020 ABBOTT RD	END	0.270
237	2022	PANZIERA RD	0206 RESERVATION RD	END	0.660
238	2023	BUENA VISTA RD	2020 ABBOTT RD	END	0.720
239	2024	HARPER CYN RD	0222 SAN BENANCIO RD	END	0.820
240	2025	COREY RD	2020 ABBOTT RD	0210 RIVER RD	0.470
241	2027	PARKER RD	0210 RIVER RD	8735 PARKER RD	1.030
242	2029	LAPIS RD	2122 DEL MONTE BL	2122 DEL MONTE BL	1.250
243	2031	TORO RD	2034 ROBLEY RD	END	1.370
244	2032	CORRAL DE TIERRA TRC	0223 TIERRA RD	END	0.230
245	2033	MESA DEL SOL	0223 TIERRA RD	END	0.280
246	2034	ROBLEY RD	0205 LAURELES GRADE	0223 TIERRA RD	1.810
247	2041	BORONDA RD	0128 CALLE DEL ADOBE	1039 SAN JON RD	2.010
248	2059	117 DRIVE	SH068	END	0.220
249	2062	HILLTOWN RD	0206 RESERVATION RD	END	0.300
250	2066	VISTA DORADA	0223 CORRAL TIERRA	END	0.180
251	2068	TORO HILLS DR	2069 TORO HILLS AVE	END	0.470
252	2069	TORO HILLS AVE	2003A PORTOLA DR	2068 TORO HILLS DR	0.300
253	2070	TORO HILLS CT	2068 TORO HILLS	END	0.050
254	2084	MONTE RD	1031 MONTE RD	2122 DEL MONTE BLVD	0.720
255	2085	RIO RD	CML	SH001	0.440
256	2085	RIO RD	SH001	2RV27 CARMEL RANCHO	0.330
257	2085	RIO RD	2RV27 CARMEL RANCHO	END	0.200
258	2085	RIO RD	2085 RIO RD	2085	0.000
259	2085	RIO RD	2085 RIO RD	0209A CARMEL VLY RD	0.100
260	2086	SCHULTE RD	0209A CARMEL VLY RD	8129	0.740
261	2087	SCARLETT RD	0209A CARMEL VLY RD	0209A CARMEL VLY RD	0.790
262	2088	ROBINSON CYN RD	0209A CARMEL VLY RD	8030	10.900
263	2089	RANCHO FIESTA RD	0209A CARMEL VLY RD	2RC2 MIRAMONTE RD	0.760
264	2090	CACHAGUA RD	0209B CARMEL VLY RD	2091 TASSAJARA RD	10.500
265	2091	TASSAJARA RD	LOS PADRES NF	END	9.230
266	2091	TASSAJARA RD	0209C CARMEL VALLEY R	LOS PADRES NF	9.630
267	2092	NASON RD	2090 CACHAGUA RD	8014	0.120

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
268	2093	PALO COLORADO RD	SH001	8029	7.600
269	2094	GARRAPATOS RD	2093 PALO COLORADO	END	1.050
270	2095	COAST RD	SH001	SH001	10.480
271	2101	ROSSI ST EXT	SAL	1041	0.000
272	2122	DEL MONTE BLVD	MARINA CITY LIMIT	SH 001	1.400
273	2123	NEPONSET RD	SH 001	8571	0.320
274	2222	BIRDSEYE RD	SAL	2005 HARRIS RD	0.000
275	2223	DE LA TORRE EXT	SAL	1041 BORONDA RD	0.000
276	2225	INTER-GARRISON RD	0.09M SW/ABRAMS DR	RESERVATION ROAD	1.500
277	2226	DURHAM RD	SEVENTH AVE	EIGHTH AVE	0.150
278	2227	SEVENTH AVE	DURHAM RD	GIGLING RD	0.160
279	2228	EIGHTH AVE	DURHAM RD	GIGLING RD	0.170
280	3000	CEDAR AVE	0306A ARROYO SECO RD	END	0.340
281	3001	IVERSON RD	3020 GLORIA RD	0304 OLD STAGE RD	6.800
282	3003	CAMPHORA GLORIA RD	3020 GLORIA RD	3051 SILLIMAN	5.590
283	3007	BRYANT CYN RD	SH146	END	5.330
284	3010	PATRICIA LANE	SH101	END	0.950
285	3011	FOOTHILL RD	3013	0310 RIVER RD	3.850
286	3012	CHUALAR CYN RD	0304 OLD STAGE RD	END	6.000
287	3013	PARAISO SPRINGS RD	0306A ARROYO SECO RD	END	5.670
288	3015	LOS COCHES RD	0306A ARROYO SECO RD	3032 THORNE RD	4.520
289	3017	PEACH RD	3032 THORNE RD	3GF03 CANAL ST	0.000
290	3018	JOHNSON CYN RD	GNZ	8186 JOHNSON CYN RD	2.150
291	3019	RELIZ CYN RD	LOS PADRES NF	END	2.500
292	3019	RELIZ CYN RD	316 ELM AVE	LOS PADRES NF	4.260
293	3020	GLORIA RD	0318 ALTA ST	SBT CO	9.640
294	3021	OASIS RD	0315 SAN LUCAS RD	305 JOLON RD	5.870
295	3023	SUSAN LN	SH101	END	0.970
296	3024	MISSION RD	3011 FOOTHILL RD	0310C FT ROMIE RD	0.880
297	3025	EL CAMINO REAL	SH101	GNFD	0.200
298	3026	COLONY RD	0310B FT ROMIE RD	3011 FOOTHILL RD	1.460
299	3027	RAMUS RD	SH146	END	1.320
300	3028	MILE END	3011 FOOTHILL RD	3028A LUCERNE ST	1.270
301	3029	SYCAMORE FLAT RD	306 ARROYO SECO RD	END	0.700
302	3030	PRIVATE NO TWO RD	0310B FT ROMIE RD	3011 FOOTHILL RD	1.460
303	3032	THORNE RD	0306A ARROYO SECO RD	EL CAMINO REAL	3.520
304	3034	HUDSON RD	END	END	2.050
305	3035	CARR RD	3074 CORDA RD	END	0.520

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
306	3036	TOPO RD	0301 METZ RD	END	0.160
307	3037	FANOE RD	3016 ASSOCIATED LN	GNZ	0.620
308	3038	SHORT RD	0302 GONZALES RIVER	END	0.090
309	3039	BURNS RD	3066 PINE CYN RD	END	0.170
310	3040	ESPINOSA RD	3023 SUSAN	END	0.960
311	3040	ESPINOSA RD	0316 ELM	3010 PATRICIA	2.800
312	3041	ENFIELD RD	3066 PINE CYN RD	3RE02 CROWN AVE	0.190
313	3042	UNDERWOOD RD	SH101	END	1.260
314	3043	MERRITT ST	3066 PINE CYN RD	3RE02 CROWN AVE	0.520
315	3044	LAGOMARSINO AVE	SH101	0312 CENTRAL AVE	1.850
316	3045	DOUD RD	0306B ARROYO SECO RD	END	1.570
317	3046	HOBSON AVE	SH101	8068	2.690
318	3047	VIDA RD	0306B ARROYO SECO RD	7005 VIDA RD	0.020
319	3048	TEAGUE AVE	END	0312 CENTRAL AVE	1.640
320	3049	FRONT ST	SOL	SH101	0.390
321	3051	SILLIMAN RD	SOL	SH101	1.120
322	3052	LONOAK RD	SH025	CO LINE	0.100
323	3052	LONOAK RD	CO LINE	KNC	9.120
324	3053	MCCOY RD	3003 CAMPHORA GLORIA	END	1.030
325	3055	MORISOLI RD	SH101	END	0.600
326	3056	ESCOLLE RD	0310 RIVER RD	8346 ESCOLLE RD	0.800
327	3057	FABRY RD	SH146	END	1.440
328	3058	SANCHEZ RD	0310 RIVER RD	END	2.280
329	3060	FAIRVIEW RD	0310 RIVER RD	END	1.280
330	3061	TAVERNETTI RD	3020 GLORIA RD	8080	1.450
331	3062	CLARK RD	3013 PARAISO SPR RD	0306A ARROYO SECO RD	1.340
332	3063	FOLETTA RD	0318 ALTA ST	0314 CHUALAR RIVER RD	4.210
333	3064	KITZMILLER RD	0310B FT ROMIE RD	END	0.390
334	3065	LANINI RD	0318 ALTA ST	END	1.510
335	3066	PINE CYN RD	END	305 JOLON RD	0.190
336	3066	PINE CYN RD	305 JOLON RD	END	9.610
337	3067	MESA VERDE RD	KNC	END	2.690
338	3068	WILD HORSE RD	3067 MESA VERDE RD	END	8.860
339	3069	CATTLEMEN RD	3068 WILD HORSE RD	SH198	5.590
340	3070	LIMEKILN RD	0310 RIVER RD	END	1.250
341	3072	THOMPSON CYN RD	0312 CENTRAL AVE	END	1.700
342	3074	CORDA RD	0318 ALTA ST	END	1.220
343	3075	BUNTE RD	402 LOCKWOOD SAN LUCAS RD	END	1.250

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
344	3076	FREEMAN FLAT RD	3068 WILD HORSE RD	SH198	4.520
345	3077	LEWIS CREEK RD	CO LINE	END	6.100
346	3078	ACCESS RD	LIVINGSTON RD (S) GREENFIELD	3079 LIVINGSTON RD	0.100
347	3079	LIVINGSTON RD	3080 YANKS WY	3078 ACCESS RD	0.160
348	3080	YANKS WAY	SH101	3079 LIVINGSTON RD	0.100
349	4001	PARKFIELD COALINGA	0408 VINEYARD CYN RD	FRE CO	9.470
350	4003	ARGYLE RD	8319 ARGYLE RD	0405 JOLON RD	2.730
351	4004	NACIMIENTO FERGSSN RD	SH001	8317 NACIMIENTO FERGSSN RD	15.880
352	4005	CROSS RD	0406 JOLON RD	END	2.960
353	4006	LOS BURROS RD	SH001	8310	7.850
354	4007	PLASKETT RIDGE RD	SH001	8601 PLASKETT RIDGE RD	1.300
355	4008	LOCKWOOD-JOLON RD	8321 LOCKWOOD-JOLON RD	402 LOCKWOOD-SAN LUCAS RD	3.280
356	4010	MARTINEZ RD	4008 LOCKWOOD JOLON RD	4012 LOCKWOOD SAN ARDO RD	3.040
357	4011	DUDLEY RD	0401 PARIS VLY RD	END	0.900
358	4012	LOCKWOOD SAN ARDO RD	4048 LOCKWOOD	0401 PARIS VLY RD	11.700
359	4013	HESPERIA RD	4015 BRYSON HESPERIA RD	SLO CO	2.080
360	4013	HESPERIA RD	SLO CO LINE	END	0.650
361	4014	BRADLEY LCKWD RD	0406 JOLON RD	0406 JOLON RD	4.850
362	4015	BRYSON HESPERIA RD	4051 INTERLAKE RD	SLO CO	6.190
363	4016	HEINSEN RD	8099 HEINSEN RD	0406 JOLON RD	0.380
364	4017	NEW PLEYTO RD	END	0406 JOLON RD	1.770
365	4018	FRUDDEN RD	8098	0406 JOLON RD	1.030
366	4019	SAN ANTONIO RD	4051 INTERLAKE RD	FLOOD CONT. BDY	1.710
367	4021	PAULSEN RD	0407 LOCKWOOD JOLON	END	0.480
368	4022	VISTA RD	412 NACIMIENTO LAKE DR	8809 VISTA RD	0.430
369	4023	PINE VALLEY RD	SH198	4069 CATTLEMEN RD	8.900
370	4026	COPPERHEAD RD	4015 BRYSON HSPR RD	END	1.750
371	4027	MISSION RD	8313 SULPHER SPRINGS	END	0.300
372	4028	SMITH RD	4013 HESPERIA RD	END	1.500
373	4029	INDIAN VALLEY RD	SLO CO	409 HARE CYN RD	8.750
374	4030	SAPAGUE RD	4015 BRYSON HESPERIA RD	END	1.250
375	4031	BIG SANDY RD	0410 INDIAN VLY RD	8376	2.410
376	4032	PANCHORICO RD	4025 SARGENTS RD	END	9.070
377	4033	PORTUGUESE CYN RD	4042A CROSS CNTRY RD	8003	0.000
378	4034	DEAD MANS GULCH RD	4025 SARGENTS RD	END	1.480
379	4036	LOS LOBOS RD	SH101	END	0.850
380	4037	LOWES CYN RD	4042B CROSS CNTRY RD	SLO CO	2.540
381	4038	WUNPOST RD	END	END	0.840

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
382	4039	HOG CYN RD	4041 RANCHITA CYN RD	SLO CO	1.470
383	4041	RANCHITA CYN RD	SLO CO	4039 HOG CYN RD	3.280
384	4043	ALVARADO RD	SH101	END	0.900
385	4044	TURKEY FLAT RD	0403 CHOLAME RD	END	4.130
386	4045	SLACKS CYN RD	0408 VINEYARD CYN RD	END	8.190
387	4046	WHITE RD	0408 VINEYARD CYN RD	END	0.730
388	4047	PARKFIELD CEM RD	0403 CHOLAME RD	END	0.570
389	4048	LOCKWOOD RD	0407 LOCKWOOD JOLON	4012 LOCKWOOD-SAN ARDO RD	1.010
390	4049	GILLETT RD	0406 JOLON RD	4048 LOCKWOOD RD	0.500
391	4050	MILPITAS RD	8312 MILPITAS RD	3050A INDIANS RD	8.510
392	4051	INTERLAKE RD	0406 JOLON RD	SLO CO	13.990
393	4054	RED HEAD CYN RD	4069 CATTLEMEN RD	END	2.360
394	4055	BRADLEY RD	4056 STONESIFER	0409 HARE CYN RD	2.840
395	4055	BRADLEY RD	0409 HARE CYN RD	SH101	3.630
396	4056	STONESIFER RD	END	END	0.250
397	4058	PLEYTO CEMETERY RD	4051 INTERLAKE RD	END	2.310
398	4059	HESPERIA HALL RD	4015 BRYSON HESPERIA RD	4015 BRYSON HESPERIA RD	0.590
399	4061	GRIFFIN RD	SH198	CO LINE	0.100
400	4062	NORTH FORK RD	SH198	CO LINE	1.910
401	4063	PRIEST VALLEY RD	SH198	END	2.770
402	4064	BERNARDO RD	0401 PARIS VALLEY RD	END	1.050
403	4069	CATTLEMEN RD	SH198	SJ101	11.210
404	6101	LOS NINOS PL	0108 CASTROVILLE BL	END	0.170
405	6102	COMUNIDAD WY	6101 LOS NINOS PL	6106 CORTEZ LN	0.180
406	6103	CAMPO DE CASA DR	6101 LOS NINOS PL	6106 CORTEZ LN	0.260
407	6104	VIVA LN	0108 CASTROVILLE BLVD	END	0.190
408	6105	ESPERANZA CIR	6104 VIVA LN	6104 VIVA LN	0.200
409	6106	CORTEZ LN	6107 LOS ARBOLES CIR	6104 VIVA LN	0.150
410	6107	LOS ARBOLES CIR	6106 CORTEZ LN	6106 CORTEZ LN	0.180
411	6200	OAK TREE PL	END	END	0.260
412	6201	OAK TREE LN	8298 VIA MALPASO	8300 OAK TREE PL	0.060
413	7001	HARRIS CT	1138 HARRIS RD	END	0.000
414	7002	OLD CEMETERY RD	1133 OLD CEMETERY RD	END	0.000
415	7003	HILLCREST RD	1LP04 BAUMANN RD	END	0.000
416	7004	CORRAL DEL CIELO	2017 CORRAL DEL CIELO	END	0.000
417	7005	VIDA RD	3047 VIDA RD	END	0.000
418	0209A	CARMEL VALLEY RD	SH001	URBAN LIMIT	8.470
419	0209A	CARMEL VALLEY RD	URBAN LIMIT	2090 CACHAGUA RD	7.610

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
420	0209B	CARMEL VALLEY RD	2090 CACHAGUA RD	2091 TASSAJARA RD	7.360
421	0209C	CARMEL VALLEY RD	2091 TASSAJARA RD	0309B CARMEL VLY RD	5.640
422	0306A	ARROYO SECO RD	0316 ELM AVE	0310C FT ROMIE RD	8.100
423	0306B	ARROYO SECO RD	0310B FT ROMIE RD	SH101	1.210
424	0309C	CARMEL VALLEY RD	0209C CARMEL VLY RD	0306 ARROYO SECO RD	11.600
425	0310A	RIVER RD EXT	0310B RIVER RD	0306A ARROYO SECO RD	0.000
426	0310B	FORT ROMIE RD	0310 RIVER RD	0306B ARROYO SECO RD	3.880
427	0312A	CENTRAL AVE	SH101	0305 JOLON RD	0.710
428	0316A	ELM AVE	0306A ARROYO SECO RD	316 ELM AVE	0.200
429	0316B	ELM AVE	GNFD	0303 METZ RD	2.030
430	0317A	PAYSON ST	SH101	0317 CHUALAR RD	0.150
431	0320A	ASSOCIATED LN	0320 ASSOCIATED LN	END	0.240
432	1033A	PRUNEDALE NORTH RD	105 SAN MIGUEL CYN RD	SH156	0.820
433	1033B	PRUNEDALE SOUTH RD	SH101	1072 BLACKIE RD	1.120
434	1033C	PRUNEDALE SOUTH RD	1072 BLACKIE RD	1112 REESE CIRCLE	0.560
435	1038A	CARNEROS CT	1038 CARNEROS RD	END	0.020
436	1140A	HARTNELL RD EXT	1140 HARTNELL RD	END	0.140
437	**1AR00**	**AROMAS STS**			
438	1AR01	VIOLA DR	0107 CARPENTERIA RD	END	0.200
439	1AR03	MARCUS ST	1AR06 BLOHM AVE	0115 AROMAS RD	0.230
440	1AR04	VEGA ST	1AR03 MARCUS ST	0107 CARPENTERIA RD	0.140
441	1AR05	BARDUE ST	1AR06 BLOHM AVE	END	0.130
442	1AR06	BLOHM AVE	0107 CARPENTERIA RD	0115 AROMAS RD	0.470
443	1AR08	ROSE AVE	1AR05 BARDUE ST	0107 CARPENTERIA RD	0.070
444	**1BK00**	**BOLSA KNOLLS STS**			
445	1BK01	ENGLAND AVE	1BK02 CORNWALL ST	1BK03 PAUL AVE	0.180
446	1BK02	CORNWALL ST	0109 SAN JUAN GR RD	ILH05 BELLINZONA AVE	0.260
447	1BK03	PAUL AVE	0121 RUSSELL RD	1BK02 CORNWALL ST	0.270
448	1BK04	TREVITHAL ST	1BK03 PAUL AVE	0109 SAN JUAN GR RD	0.090
449	1BK06	PENZANCE ST	0109 SAN JUAN GR RD	1BK03 PAUL AVE	0.090
450	1BK08	NEWLYN ST	1BK03 PAUL AVE	0109 SAN JUAN GR RD	0.100
451	**1BR00**	**EL SAUSAL RO SUBDIVISION**			
452	1BR01	ADDINGTON RD	1BR04 FONTES LN	0128 CALLE DEL ADOBE	0.150
453	1BR02	VIRGINIA AVE	1041 BORONDA RD	1135 EL RANCHO WY	0.240
454	1BR03	HYLAND DR	1135 EL RANCHO WY	END	0.300
455	1BR04	FONTES LN	0226 BORONDA RD	END	0.380
456	1BR05	RANDALL RD	1BR04 FONTES LN	END	0.070
457	1BR06	MADISON LN	1041 BORONDA RD	END	0.350

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1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
458	1BR07	NANCY DR	1BR04 FONTES LN	END	0.080
459	**1CM00**	**COUNTRY CLUB MEADOWS**			
460	1CM01	AUGUSTA DR	0109 SAN JUAN GRADE RD	1CM02 TAM O SHANTER DR	0.320
461	1CM02	TAM O SHANTER DR	1CM03 PINEHURST LN	END	0.230
462	1CM03	PINEHURST LN	1CM01 AUGUSTA DR	END	0.180
463	1CM04	AUGUSTA CIR	1CM01 AUGUSTA DR	END	0.040
464	1CM05	AUGUSTA CT	1CM01 AUGUSTA DR	END	0.080
465	**1CO00**	**COLONIAL OAK ESTATES**			
466	1CO01	KAREN DR	1050 TUSTIN RD	1C002 LEON ST	0.270
467	1CO02	LEON ST	1CO01 KAREN DR	END	0.320
468	1CO03	WILMA DR	1CO02 LEON ST	END	0.030
469	1CS01	COUNTRY MEADOWS RD	1037 HARRISON RD	1112 REESE CIR	0.640
470	1CS02	MEADOW RIDGE RD	1CS01 COUNTRY MEADOW	END	0.180
471	**1CV00**	**CASTROVILLE**			
472	1CV01	DAVIS ST	1CV22 POOLE ST	1CV16 PRESTON ST	0.190
473	1CV02	SALINAS ST	END	1CV05 HAIGHT ST	0.700
474	1CV03	AXTELL ST	1CV33 BLEVINS WY	1CV04 BENSON RD	0.510
475	1CV04	BENSON RD	1CV03 AXTELL ST	END	0.140
476	1CV05	HAIGHT ST	1CV02 SALINAS ST	1CV14 SPEEGLE ST	0.480
477	1CV06	WASHINGTON ST	8975 TEMBLADERA ST	1CV07 SEYMOUR ST	0.300
478	1CV07	SEYMOUR ST	1CV06 WASHINGTON ST	1CV02 SALINAS ST	0.740
479	1CV08	MEAD ST	8975 TEMBLADERA ST	1CV07 SEYMOUR ST	0.300
480	1CV09	GEIL ST	1CV02 SALINAS	1CV06 WASHINGTON	0.740
481	1CV09	GEIL ST	1CV36 WOOD	1CV28 MAIN	0.190
482	1CV10	COOPER ST	1CV15 TEMBLADERA ST.	END	0.430
483	1CV11	POMBER ST	1CV06 WASHINGTON ST	1CV02 SALINAS ST	0.690
484	1CV12	SANCHEZ ST	1CV07 SEYMOUR ST	1CV15 TEMBLADERA ST	0.310
485	1CV13	MCDOUGALL ST	1CV02 SALINAS ST	1CV06 WASHINGTON ST	0.720
486	1CV14	SPEEGLE ST	1CV15	1CV03 AXTELL ST	0.440
487	1CV15	TEMBLADERA ST	1CV16 PRESTON RD	1CV10 COOPER ST	0.210
488	1CV16	PRESTON ST	1CV01 DAVIS ST	SH001	0.470
489	1CV17	DEL MONTE AVE	END	SH183	0.830
490	1CV18	CRANE ST	1CV01 DAVIS ST	SH183	0.520
491	1CV19	CASTRO ST	1CV36 WOOD ST	1072 BLACKIE	0.280
492	1CV20	RICO ST	1CV18 CRANE ST	SH183	0.560
493	1CV21	JACKSON ST	SH183	1CV30 MORO COJO ST	0.380
494	1CV22	POOLE ST	SH001	1CV01 DAVIS ST	0.440
495	1CV23	CALIFORNIA ST	1CV30 MORO COJO ST	SH183	0.240

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
496	1CV24	UNION ST	SH001	END	0.460
497	1CV25	MERRITT WY	1CV46 PALM ST	1CV48 OAK ST	0.150
498	1CV26	PAJARO ST	1CV03 AXTELL ST	SH001	0.380
499	1CV27	CYPRESS ST	1CV48 OAK ST	END	0.170
500	1CV28	MAIN ST	1CV09 GEIL ST	1CV17 DEL MONTE AVE	0.170
501	1CV29	CYPRESS CIR	1CV48 OAK ST	END	0.050
502	1CV30	MORO COJO ST	END	1CV09 GEIL ST	0.130
503	1CV31	HARO ST	END	SH183	0.200
504	1CV32	PALMER ST	1CV17 DEL MONTE AVE	1CV09 GEIL ST	0.130
505	1CV33	BLEVINS WY	1CV10 COOPER ST	END	0.260
506	1CV34	KOESTER ST	1CV17 DEL MONTE AVE	1CV21 JACKSON ST	0.120
507	1CV36	WOOD ST	1CV17 DEL MONTE AVE	SH183	0.320
508	1CV38	WALSH ST	1CV19 CASTRO ST	SH183	0.200
509	1CV40	MONTEREY ST	SH183	1CV19 CASTRO ST	0.140
510	1CV46	PALM ST	SH183	END	0.090
511	1CV48	OAK ST	SH183	END	0.090
512	1CV50	C2 ALLEY	1CV20 RICO ST	1CV24 UNION ST	0.000
513	1CV51	C3 ALLEY	1CV22 POOLE ST	1CV24 UNION ST	0.000
514	1CV52	C4 ALLEY	1CV26 PAJARO ST	END	0.000
515	1CV53	C5 ALLEY	1CV30 MORO COJO ST	1CV40 MONTEREY ST	0.000
516	1CV54	C6 ALLEY	1CV36 WOOD ST	1072 BLACKIE RD	0.000
517	1CV55		SH001	END	0.000
518	1CV56	VIA LINDA	1CV10 COOPER ST	1CV33 BLEVINS WY	0.100
519	1CV57	ROBERTA PL	1CV56 VIA LINDA	END	0.030
520	**1DF00**	**DELMONTE FARMS**			
521	1DF01	WALKER VALLEY RD	0103 ELKHORN RD	1044 PARADISE RD	1.330
522	1DF02	EMPIRE RD	0103 ELKHORN RD	END	0.230
523	1DF03	ORMART RD	0108 CASTROVILLE BL	1064 MERIDIAN RD	0.440
524	1DF04	OAK VALE RD	0103 ELKHORN RD	END	0.230
525	1DF05	ARCHER RD	1064 MERIDIAN RD	0108 CASTROVILLE BLVD	0.570
526	1DF06	SPRING POINT RD	0103 ELKHORN RD	END	0.420
527	1DF08	KARNER RD	1117 RUSSO RD	1DF10 PARSONS RD	0.230
528	1DF10	PARSONS RD	1DF08 KARNER RD	END	0.500
529	1DF12	BAY VIEW RD	1DF01 WALKER VLY RD	0103 ELKHORN RD	0.530
530	1DF14	AMARAL RD	0103 ELKHORN RD	END	0.440
531	1DF16	DEL MONTE FARMS RD	0108 CASTROVILLE BL	END	1.540
532	**1FL00**	**FRUITLAND ESTATES**			
533	1FL01	FRUITLAND AVE	0124 SALINAS RD	END	0.330

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
534	1FL02	SECONDO WY	1FL01 FRUITLAND AVE	END	0.130
535	1FL03	WELLS RD	1003 HUDSON LDG RD	END	0.250
536	1FL04	SPRING RD	1003 HUDSON LDG RD	END	0.350
537	1FL06	MEADOW WY	1FL01 FRUITLAND AVE	END	0.070
538	1FL08	SUNNY WY	1FL01 FRUITLAND AVE	END	0.070
539	1FL10	VERDE WY	1FL01 FRUITLAND AVE	END	0.080
540	**1GV00**	**GREEN VALLEY ACRES SUBDIVISION**			
541	1GV01	DOT AVE	1052 LANGLEY CYN RD	1GV03 LANGLEY CT	0.070
542	1GV02	MONIQUE AVE	1052 LANGLEY CYN RD	END	0.030
543	1GV03	LANGLEY CT	END	END	0.170
544	1GV04	MELVA AVE	1052 LANGLEY CYN RD	1GV05 CHESTER DR	0.090
545	1GV05	CHESTER DR	END	END	0.170
546	1GV06	FALLEN LEAF LN	1054 MORO RD	8772 RED RIDGE LN	0.340
547	1GV07	SLEEPY HOLLOW LN	1GV06 FALLEN LEAF LN	8775 SLEEPY HOLLOW	0.100
548	**1JS00**	**LOS CARNEROS RANCHO SUBDIVISION**			
549	1JS01	JOHNSON RD	0104 HALL RD	END	0.780
550	1JS03	LIVE OAK RD	1JS01 JOHNSON RD	END	0.840
551	1JS05	MCGINNIS RD	1JS03 LIVE OAK RD	1JS01 JOHNSON RD	0.250
552	**1LH00**	**LA JOYA HEIGHTS**			
553	1LH01	LOCARNO WY	1LH05 BELLINZONA AVE	END	0.180
554	1LH02	GELIMINI WY	1LH01 LOCARNO WY	END	0.030
555	1LH03	TICINO CIR	1LH05 BELLINZONA AVE	END	0.070
556	1LH04	ST MORITZ WY	1LH01 LOCARNO WY	1LH05 BELLINZONA AVE	0.120
557	1LH05	BELLINZONA AVE	1LH07 ASCONA WY	END	0.380
558	1LH06	ALP CIR	1LH05 BELLINZONA AVE	END	0.040
559	1LH07	ASCONA WY	1LH05 BELLINZONA AVE	END	0.030
560	1LL00	**LAS LOMAS SUBDIVISION**			
561	1LL02	BOLING RD	1LL03 LAS LOMAS DR	END	0.300
562	1LL03	LAS LOMAS DR	0104 HALL RD	END	1.600
563	1LL04	CLAUSEN RD	1LL03 LAS LOMAS DR	END	0.300
564	1LL05	GREGORY RD	1LL06 OVERPASS RD	END	0.160
565	1LL06	OVERPASS RD	1LL03 LAS LOMAS DR	1071 MILLER RD	0.320
566	1LL07	THOMAS RD	1LL06 OVERPASS RD	1LL03 LAS LOMAS DR	0.310
567	1LL08	BERRY RD	END	END	0.380
568	1LL09	WILLOW RD	0104 HALL RD	1LL08 BERRY RD	0.170
569	1LL10	EASTON RD	0103 ELKHORN RD	END	0.150
570	1LL11	OAK RD	1LL08 BERRY RD	END	0.110
571	1LL12	WAUGH RD	0103 ELKHORN RD	END	0.230

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
572	1LP00	**LA PLAYA SUBDIVISON**			
573	1LP02	VALLEY RD	1064 MERIDIAN RD	END	0.640
574	1LP03	HILLCREST RD	1LP02 VALLEY RD	1LP04 BAUMANN RD	0.140
575	1LP04	BAUMANN RD	1LP03 HILLCREST RD	END	0.090
576	**1ME00**	**MATTERHORN ESTATES**			
577	1ME01	MATTERHORN PL	1058 VIERRA CYN RD	END	0.250
578	**1ML00**	**MOSS LANDING STS**			
579	1ML01	LAGUNA PL	1090 POTRERO RD	END	0.090
580	1ML02	PIERI CT	1ML01 LAGUNA PL	1025 MOSS LANDING RD	0.220
581	1ML03	ALLEN ST	1025 MOSS LANDING RD	1090 POTRERO RD	0.120
582	**1OH00**	**OAK HILLS**			
583	1OH01	OAK HILLS DR	SH156	1OH03 CHARTER OAK	0.700
584	1OH02	CENTURY OAK RD	1OH01 OAK HILLS DR	1OH03 CHARTER OAK BLVD	0.210
585	1OH03	CHARTER OAK BLVD	END	END	1.950
586	1OH04	VALLEY OAK WY	1OH03 CHARTER OAK BL	END	0.130
587	1OH05	S CENTURY OAK RD	1OH03 CHARTER OAK BL	IOH03 CHARTER OAK BL	0.270
588	1OH06	TAN OAK WY	1OH05 SO CENTURY OAK	END	0.040
589	1OH07	BUR OAK PL	1OH08 HOLLY OAK WY	END	0.030
590	1OH08	HOLLY OAK WY	1OH03 CHARTER OAK BL	END	0.190
591	1OH09	RED OAK PL	1OH03 CHARTER OAK BL	END	0.040
592	1OH10	MEADOW OAK PL	1OH05 SO CENTURY OAK	END	0.110
593	1OH11	GREEN OAK PL	1OH05 SO CENTURY OAK	END	0.110
594	1OH12	CANYON OAK RD	1OH03 CHARTER OAK BL	1OH21 CATHEDRAL OAK	0.480
595	1OH13	SILK OAK PL	1OH12 CYN OAK RD	END	0.050
596	1OH14	MESA OAK WY	1OH01 OAK HILLS DR	END	0.110
597	1OH15	WILLOW OAK RD	10H12 CYN OAK DR	END	0.160
598	1OH16	ACORN CIRCLE	10H15 WILLOW OAK RD	END	0.030
599	1OH17	MOSSY OAK PL	1OH12 CYN OAK RD	END	0.140
600	1OH18	BLUE OAK PL	1OH12 CYN OAK RD	END	0.040
601	1OH19	BLACK OAK PL	1OH12 CYN OAK RD	END	0.080
602	1OH20	PIN OAK PL	1OH12 CYN OAK RD	END	0.030
603	1OH21	CATHEDRAL OAK RD	SH156	10H12 CYN OAK RD	0.270
604	1OH22	MAUL OAK PL	1OH03 CHARTER OAK BL	END	0.090
605	1OH23	ORACLE OAK PL	1OH03 CHARTER OAK BL	END	0.120
606	1OH24	SCARLET OAK PL	1OH23 ORACLE OAK PL	END	0.050
607	1OH25	BLUESTEM PATH	1OH03 CHARTER OAK	END	0.130
608	1OH26	CLOVER TRL	1OH03 CHARTER OAK	END	0.110
609	1OH27	SANDBUR PL	1OH25 BLUESTEM	END	0.160

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
610	1OH28	POA WY	1OH27 SANDBUR	1OH29 TREFOIL	0.060
611	1OH29	TREFOIL PL	1OH03 CHARTER OAK	END	0.160
612	1OH30	FOXTAIL PL	1OH03 CHARTER OAK	END	0.030
613	1OH31	ARROWLEAF TRL	10H03 CHARTER OAK BL	END	0.260
614	1OH32	COLONIAL PL	1OH03 CHARTER OAK	END	0.060
615	1OH33	RYE CT	1OH32 COLONIAL	END	0.030
616	1OH34	MADRAS PL	10H03 CHARTER OAK BL	END	0.050
617	1OH35	MIMOSA PATH	10H03 CHARTER OAK BL	END	0.060
618	1OH36	TIMOTHY PATH	10H03 CHARTER OAK BL	END	0.090
619	1OH37	BROME TRL	10H03 CHARTER OAK BL	END	0.090
620	1OH38	PAMPUS PATH	10H03 CHARTER OAK BL	END	0.090
621	1OH39	BROOKGRASS PL	10H03 CHARTER OAK BL	END	0.120
622	1OH40	COCKLE BUR CT	END	END	0.070
623	**1OP00**	**OAK PARK SUBDIVISION**			
624	1OP01	CORNWALL ST	0109 SAN JUAN GR RD	1OP03 KELTON DR	0.060
625	1OP02	PENZANCE ST	0109 SAN JUAN GR RD	1PV06 JADE DR	0.470
626	1OP03	KELTON DR	1080 ROGGE RD	1OP08 NORMAN WY	0.320
627	1OP04	MEDBURY DR	1OP02 PENZANCE ST	END	0.120
628	1OP05	DEXTER DR	END	END	0.190
629	1OP06	BOLLENBACHER DR	1080 ROGGE RD	1OP02 PENZANCE ST	0.220
630	1OP07	PINGREE WY	10P08 NORMAN WY	1OP06 BOLLENBACHER R	0.250
631	1OP08	NORMAN WY	10P03 KELTON DR	10P07 PINGREE WY	0.270
632	**1PJ00**	**PAJARO**			
633	1PJ01	GONDA ST	0102 SAN JUAN RD	END	0.160
634	1PJ03	SUSAN ST	0102 SAN JUAN RD	END	0.130
635	1PJ04	ELSA ST	1PJ01 GONDA ST	END	0.050
636	1PJ05	SALINAS RD	1149 HILLTOP RD	0102 SAN JUAN RD	3.250
637	1PJ06	SAN JUAN RD	0123 PORTER DR	END	0.100
638	1PJ07	KENTS CT	1096 RAILROAD AVE	END	0.070
639	1PJ09	FLORENCE ST	1PJ14 JONATHAN ST	END	0.150
640	1PJ10	STENDER AVE	0124 SALINAS RD	END	0.110
641	1PJ11	BROOKLYN ST	1PJ06 SAN JUAN RD	1PJ12 BISHOP ST	0.190
642	1PJ12	BISHOP ST	1PJ09 FLORENCE ST	0124 SALINAS RD	0.120
643	1PJ14	JONATHAN ST	0124 SALINAS RD	END	0.150
644	1PJ18	FREMONT ST	0124 SALINAS RD	END	0.130
645	1PJ20	ASSOCIATED LN	0124 SALINAS RD	END	0.080
646	1PJ22	CAYETANO ST	1PJ09 FLORENCE ST	1PJ09 FLORENCE ST	0.150
647	**1PL00**	**PARADISE LAKE SUBDIVISION**			

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	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
648	1PL01	LAKEVIEW DR	1044 PARADISE RD	END	0.390
649	1PL02	SAGE CT	1PL01 LAKEVIEW DR	END	0.090
650	1PL03	VERDE DR	1PL01 LAKEVIEW DR	END	0.100
651	**1PP00**	**PARADISE PARK SUBDIVISION**			
652	1PP01	ASSISI WY	1113 RALPH LN	1PP02 DAMIAN WY	0.420
653	1PP02	DAMIAN WY	1PP01 ASSISI WY	END	0.270
654	**1PV00**	**PLEASANT VIEW SUBDIVISION**			
655	1PV01	ONYX CT	1OP02 PENZANCE ST	END	0.090
656	1PV02	JADE CIR	1OP02 PENZANCE ST	END	0.030
657	1PV03	AGATE CIR	1PV07 JASPER WY	END	0.040
658	1PV04	OPAL CT	1PV07 JASPER WY	END	0.040
659	1PV05	TOPAZ WY	1PV06 JADE DR	END	0.030
660	1PV06	JADE DR	1080 ROGGE RD	1OP02 PENZANCE ST	0.170
661	1PV07	JASPER WY	1080 ROGGE RD	1OP02 PENZANCE ST	0.190
662	**1RB00**	**RANCHO BORROMEO**			
663	1RB01	ARRIBA WY	1RB03 BORROMEO DR	END	0.080
664	1RB02	FIESTA WY	1RB03 BORROMEO DR	END	0.050
665	1RB03	BORROMEO DR	1072 BLACKIE RD	END	0.250
666	**1SJ00**	**SAN JUAN ACRES SUBDIVISION**			
667	1SJ01	PAUL AVE	1BK02 CORNWALL ST	END	0.250
668	1SJ02	ROGGE RD	0109 SAN JUAN GR RD	1SJ01 PAUL AVE	0.090
669	1SJ04	DENNER RD	1SJ01 PAUL AVE	0109 SAN JUAN GR RD	0.090
670	**1SP00**	**SPRECKELS**			
671	1SP02	FIFTH ST	NATIONAL AVE	0132 HATTON AVE	0.190
672	1SP03	LLANO AVE	1SP02 FIFTH ST	0133 SPRECKELS BLVD	0.300
673	1SP04	FOURTH ST	1SP05 RAILROAD AVE	NATIONAL AVE	0.310
674	1SP05	RAILROAD AVE	0133 SPRECKELS BL	END	0.280
675	1SP06	THIRD ST	1SP05 RAILROAD AVE	NATIONAL AVE	0.270
676	1SP07	NATIONAL AVE	0133 SPRECKELS BLVD	1SP02 FIFTH ST	0.300
677	1SP08	SECOND ST	NATIONAL AVE	1SP05 RAILROAD AVE	0.340
678	1SP10	FIRST ST	NATIONAL AVE	1SP05 RAILROAD AVE	0.310
679	**1SS00**	**SAN SOUCI SUBDIVISION**			
680	1SS01	BRENTWOOD CT	1050 TUSTIN RD	8813 BRENTWOOD CT	0.140
681	2003A	PORTOLA DR	END	SH068	1.480
682	2017B	PINE CYN RD	0210 RIVER RD	END	1.980
683	**2AP00**	**AMBLER PARK SUBDIVISION**			
684	2AP01	PASEO DE VAQUEROS	0222 SAN BENANCIO RD	END	0.350
685	2AP02	PASEO PRIMERO	2AP01 PASEO DE VAQUEROS	2AP08 PASEO HERMOSO	0.090

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
686	2AP03	PASEO CUARTO	2AP01 PASEO DE VAQUEROS	2AP01 PASEO DE VAQUEROS	0.180
687	2AP04	PASEO SEGUNDO	2AP08 PASEO HERMOSO	2AP01 PASEO DEVAQUEROS	0.090
688	2AP06	PASEO TERCERO	2AP01 PASEO DE VAQUEROS	2AP08 PASEO HERMOSO	0.100
689	2AP08	PASEO HERMOSO	0222 SAN BENANCIO RD	END	0.590
690	**2AV00**	**ALTA VISTA**			
691	2AV01	MANZANITA WY	2AV02 MESA RD	2AV04 WILDWOOD WY	0.130
692	2AV02	MESA RD	2017B PINE CYN RD	END	0.120
693	2AV03	LIVE OAKS WY	2017B PINE CYN RD	END	0.050
694	2AV04	WILDWOOD WY	2AV01 MANZANITA WY	2AV01 MANZANITA WY	0.350
695	2AV06	LAUREL LN	2017B PINE CYN RD	END	0.040
696	**2CE00**	**COAST RIDGE ESTATES SUBDIVISION**			
697	2CE01	COAST RIDGE DR	2CE02 MAL PASO RD	8358 SAN REMO DR	0.350
698	2CE02	MAL PASO RD	SH001	2CE01 COAST RIDGE RD	0.070
699	2CE03	MAL PASO LN	2CE02 MAL PASO RD	END	0.060
700	**2CH00**	**CARMEL HIGHLANDS**			
701	2CH01	CORONA WY	2CH02 CORONA RD	END	0.110
702	2CH02	CORONA RD	SH001	END	0.730
703	2CH03	CYPRESS WY	2CH10 HIGHLANDS DR	2CH04 FERN CYN RD	0.480
704	2CH04	FERN CYN RD	SH001	2CH10 HIGHLANDS DR	0.950
705	2CH05	MT DEVON RD	2CH03 CYPRESS WY	8342 MT DEVON RD	1.030
706	2CH06	BOYD WY	2CH05 MT DEVON RD	END	0.060
707	2CH07	SPINDRIFT RD	SH001	SH001	0.890
708	2CH09	LOWER WALDEN RD	2CH12 PETER PAN RD	SH001	0.340
709	2CH10	HIGHLANDS DR	SH001	2CH03 CYPRESS RD	0.520
710	2CH11	UPPER WALDEN RD	2CH12 PETER PAN RD	2CH09 LOWER WALDEN RD	0.640
711	2CH12	PETER PAN RD	SH001	END	0.490
712	2CH13	CREST RD	2CH11 UP WALDEN RD	END	0.310
713	2CH14	SAN REMO RD	SH001	8358 SAN REMO DR	0.270
714	2CH15	OAK WY	2CH04 FERN CYN RD	2CH03 CYPRESS RD	0.160
715	2CH16	SONOMA LN	SH001	END	0.110
716	2CH17	PINE WY	2CH04 FERN CYN RD	2CH10 HIGHLANDS DR	0.150
717	2CH19	SPRUCE WY	2CH02 CORONA RD	2CH04 FERN CYN RD	0.250
718	**2CM00**	**CARMEL MEADOWS**			
719	2CM01	MARIPOSA CT	2CM02 RIBERA RD	END	0.020
720	2CM02	RIBERA RD	SH001	END	0.730
721	2CM03	CUESTA WY	2CM02 RIBERA RD	END	0.180
722	2CM04	PRADERA RD	2CM02 RIBERA RD	2CM03 CUESTA WY	0.300
723	2CM05	MEADOW WY	2CM04 PRADERA RD	2CM02 RIBERA RD	0.050

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
724	2CM06	CALLE LA CRUZ	2CM02 RIBERA RD	END	0.060
725	2CM07	ARRIBA WY	2CM03 CUESTA WY	2CM04 PRADERA RD	0.050
726	2CM08	HILLCREST CIR	2CM03 CUESTA WY	END	0.030
727	**2CO00**	**CORRAL DE TIERRA OAKS SUBDIVSION**			
728	2CO01	AVENIDA PRINCIPAL	223 CORRAL DE TIERRA RD	8697 AVENIDA PRINCIPAL	0.510
729	2CO02	PASEO TERRANO	2C003 CUESTA VERDE	END	0.870
730	2CO03	CUESTA VERDE	END	END	0.370
731	2CO04	PASEO BARRANCO	2C001 AVE PRINCIPAL	END	0.400
732	2CO05	CORTE LINDO	2C004 PASEO BARRANCO	END	0.110
733	2CO06	CORTE BARRANCO	2C004 PASEO BARRANCO	END	0.070
734	**2CP00**	**CARMEL POINT**			
735	2CP01	SCENIC RD	CML	2CP22 CARMELO ST	0.760
736	2CP02	BAY VIEW AVE	SCENIC RD	2CP03 OCEAN VIEW AVE	0.250
737	2CP03	OCEAN VIEW AVE	2CP01 SCENIC RD	2CP01	0.320
738	2CP04	SAN ANTONIO AVE SO	2CP05 INSPIRATION AV	CML	0.250
739	2CP05	INSPIRATION AVE	2CP02 BAY VIEW AVE	2CP09 ISABELLA AVE	0.170
740	2CP06	FOURTEENTH AVE	2CP15 CAMINO REAL	2CP08 15TH AVE	0.230
741	2CP06	FOURTEENTH AVE	2CP04 SAN ANTONIO AV	2CP22 CARMELO	0.070
742	2CP07	HILLTOP PL	2CP05 INSPIRATION AV	2CP04 SAN ANTONIO AV	0.080
743	2CP08	FIFTEENTH AVE	2CP19 DOLORES ST	2CP04 SAN ANTONIO AV	0.390
744	2CP09	ISABELLA AVE	2CP01 SCENIC RD	2CP04 SAN ANTONIO AV	0.250
745	2CP10	WALKER AVE	2CP17 MONTE VERDE ST	2CP15 CAMINO REAL	0.100
746	2CP11	VALLEY VIEW AVE	2CP08 15TH ST	2CP01 SCENIC RD	0.270
747	2CP12	SIXTEENTH AVE	2CP09 ISABELLA AVE	2CP22 CARMELO ST	0.100
748	2CP12	SIXTEENTH AVE	2CP22 CARMELO ST	END	0.210
749	2CP13	RIO AVE	2CP16 17TH ST	2CP12 16TH ST	0.110
750	2CP14	STEWART WY	2CP05 INSPIRATION AV	2CP01 SCENIC RD	0.100
751	2CP15	CAMINO REAL	CML	END	0.270
752	2CP16	SEVENTEENTH AVE	2CP11 VALLEY VIEW AV	2CP22 CARMELO ST	0.090
753	2CP17	MONTE VERDE ST	CML	END	0.220
754	2CP19	DOLORES ST	2CP20 LASUEN DR	CML	0.120
755	2CP20	LASUEN DR	CML	2CP19 DOLORES ST	0.070
756	2CP22	CARMELO ST	2CP01 SCENIC RD	CML	0.430
757	2CP23	MARTIN WY	21CP01 SCENIC RD	2CP04 SAN ANTONIO AV	0.090
758	2CP25	RIVER PARK PL	2CP12 16TH AVE	END	0.050
759	**2CR00**	**RANCHO CANADA SUBDIVISION**			
760	2CR01	BROOKDALE DR	0209A CARMEL VLY RD	8498 RCHO SAN CARLOS	0.750
761	2CR02	BONITA WY	2CR01 BROOKDALE DR	END	0.070

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
762	2CR03	PASEO ROBLES	2CR01 BROOKDALE DR	END	0.150
763	2CR04	CANADA WY	2CR01 BROOKDALE DR	0209A CARMEL VLY RD	0.130
764	2CR05	GLEN PL	2CR01 BROOKDALE DR	END	0.130
765	2CR06	PANCHO WY	2CR01 BROOKDALE DR	END	0.060
766	**2CV00**	**CARMEL VALLEY**			
767	2CV01	PHELPS WY	0209A CARMEL VLY RD	END	0.050
768	2CV02	WHITE OAKS WY	2CV03 RANCHO RD	END	0.070
769	2CV03	RANCHO RD	0209A CARMEL VLY RD	2CV08 MIDDLE CYN RD	0.790
770	2CV04	MARQUARD RD	2CV03 RANCHO RD	END	0.180
771	2CV05	BORONDA RD	0209A CARMEL VLY RD	2CV09 GARZAS RD	0.570
772	2CV06	LIVE OAK LN	2CV03 RANCHO RD	END	0.140
773	2CV07	ALISO RD	2CV05 BORONDA RD	END	0.170
774	2CV08	MIDDLE CYN RD	2CV03 RANCHO RD	8710 MIDDLE CYN RD	0.410
775	2CV09	EAST GARZAS RD	END	2CV05 BORONDA RD	0.400
776	2CV10	MIDDLE CYN WY	2CV03 RANCHO RD	END	0.080
777	2CV11	NIDO WY	2CV14 CNTRY CLUB DR	END	0.060
778	2CV12	VIA POCA	2CV09 GARZAS RD	END	0.040
779	2CV13	BARBARA WY	2CV14 CNTRY CLUB DR	END	0.060
780	2CV14	COUNTRY CLUB DR	0209A CARMEL VLY RD	END	1.300
781	2CV15	RIDGE WY	2CV14 CNTRY CLUB DR	END	0.130
782	2CV16	COUNTRY CLUB WY	2CV14 CNTRY CLUB DR	END	0.070
783	2CV17	HORIZON WY	2CV14 CNTRY CLUB DR	END	0.040
784	2CV18	LAUREL DR	0209A CARMEL VLY RD	END	1.010
785	2CV19	MEADOW PL	2CV52 PANETTA RD	8258	0.080
786	2CV20	TOYON WY	2CV18 LAUREL DR	END	0.180
787	2CV21	DEER MEADOW PL	2CV18 LAUREL DR	END	0.060
788	2CV22	FORD RD	0209A CARMEL VLY RD	2CV35 HOLMAN RD	1.060
789	2CV23	PILOT RD	2CV28 VIA CONTENTA	0209A CARMEL VLY RD	0.210
790	2CV24	LUPIN LN	2CV22 FORD RD	2CV33 EL CAMINITO RD	0.310
791	2CV25	VILLAGE DR	0209A CARMEL VLY RD	2CV42 PASO HONDO	0.290
792	2CV26	LILAC LN	2CV30 POPPY RD	2CV22 FORD RD	0.280
793	2CV27	PURTON LN	0209A CARMEL VLY RD	2CV36 CENTER ST	0.030
794	2CV28	VIA CONTENTA	0209A CARMEL VLY RD	2CV22 FORD RD	0.600
795	2CV29	CHAMBERS LN	2CV36 CENTER ST	0209A CARMEL VLY RD	0.030
796	2CV30	POPPY RD	2CV35 HOLMAN RD	2CV44 FLIGHT RD	0.410
797	2CV31	DE AMARAL RD	2CV04 MARQUARD RD	END	0.210
798	2CV32	MERRILL WY	2CV33 EL CAMMITO RD	END	0.070
799	2CV33	EL CAMINITO RD	2CV24 LUPIN LN	END	1.970

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
800	2CV33	EL CAMINITO RD	0209A CARMEL VLY RD	2CV28 VIA CONTENTA	0.140
801	2CV34	DEL FINO PL	2CV23 PILOT RD	0209A CARMEL VLY RD	0.090
802	2CV35	HOLMAN RD	0209A CARMEL VLY RD	8261	0.330
803	2CV36	CENTER ST	END	END	0.030
804	2CV37	VALLE VISTA	0209A CARMEL VLY RD	END	0.200
805	2CV38	PASO CRESTA	2CV42 PASO HONDO	2CV42 PASO HONDO	0.330
806	2CV39	CHAPARRAL RD	2CV33 EL CAMINITO RD	2CV33 EL CAMINITO RD	1.010
807	2CV40	PASO MEDIANO	2CV42 PASO HONDO	2CV42	0.170
808	2CV41	LOMA LN	2CV14 COUNTRY CLUB LN	END	0.030
809	2CV42	PASO HONDO	0209A CARMEL VLY RD	END	1.050
810	2CV43	PABLO PL	2CV14 CNTRY CLUB LN	END	0.060
811	2CV44	FLIGHT RD	0209A CARMEL VLY RD	2CV35 HOLMAN RD	0.370
812	2CV45	JET LN	2CV18 LAUREL DR	END	0.080
813	2CV46	STORY RD	2CV22 FORD RD	END	0.060
814	2CV47	VIRGINIA WY	2CV28 VIA CONTENTA	END	0.030
815	2CV48	PASO DEL RIO	2CV49 V LAS ENCINAS	END	0.200
816	2CV49	VIA LAS ENCINAS	2CV09 GARZAS RD	END	0.340
817	2CV50	WEST GARZAS RD	2CV05 BORONDA RD	END	0.520
818	2CV51	VIA MILPITAS	5CV33 EL CAMINITO	END	0.260
819	2CV52	PANETTA RD	0209A CARMEL VLY RD	END	0.400
820	**2CW00**	**CARMEL WOODS**			
821	2CW01	PESCADERO RD	2CW09 SAN MARCUS ST	CML	0.740
822	2CW02	SAN JUAN RD	2CW01 PESCADERO RD	2CW04 SAN LUIS AVE	0.550
823	2CW03	DOLORES ST	CML	2CW07 ALTA AVE	0.280
824	2CW04	SAN LUIS AVE	SH001	SH001	0.590
825	2CW05	CASTRO LN	2CW01 PESCADERO RD	2CW03 DOLORES ST	0.140
826	2CW06	SAN MATEO AVE	2CW04 SAN LUIS AVE	2CW04 SAN LUIS AVE	0.270
827	2CW07	ALTA AVE	2CW03 DOLORES ST	2CW10 CAMINO DEL MONTE	0.070
828	2CW08	SAN LUCAS RD	2CW09 SAN MARCUS ST	2CW04 SAN LUIS ST	0.140
829	2CW09	SAN MARCOS RD	2CW10 CAMINO DEL MONTE	2CW02 SAN JUAN RD	0.170
830	2CW10	CAMINO DEL MONTE	2CW25 CARPENTER ST	2CW12 SERRA AVE	0.380
831	2CW10	CAMINO DEL MONTE	2CW12 SERRA AVE	CML	0.170
832	2CW11	PORTOLA RD	2CW02 SAN JUAN RD	2CW12 SERRA AVE	0.230
833	2CW12	SERRA AVE	2CW10 CAMINO DEL MON	2CW25 CARPENTER ST	0.280
834	2CW13	SAN PEDRO LN	2CW04 SAN LUIS AVE	2CW04	0.300
835	2CW14	PICO AVE	2CW23 CABRILLO ST	2CW10 CAMINO DEL MONTE	0.160
836	2CW15	SANTA FE ST	2CW10 CAMINO DEL MONTE	CML	0.080
837	2CW16	LORCA LN	2CW10 CAMINO DEL MONTE	CML	0.080

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
838	2CW17	SANTA RITA ST	2CW12 SERRA AVE	CML	0.210
839	2CW18	HANDLEY DR	SH001	END	0.190
840	2CW19	GUADALUPE ST	2CW05 CASTRO LN	CML	0.360
841	2CW20	CRESTVIEW CIR	2CW18 HANDLEY DR	END	0.050
842	2CW21	VALLEY WY	SH001	2CW19 GUADALUPE ST	0.290
843	2CW23	CABRILLO ST	2CW12 SERRA AVE	END	0.130
844	2CW25	CARPENTER ST	CML	SH001	0.380
845	2CW25A	CARPENTER ST	SH001	2RA10 HIGH MEADOW	0.170
846	2CW27	LOWER TRL	2CW21 VALLEY WY	2CW29 UPPER TRL	0.240
847	2CW29	UPPER TRL	2CW25 CARPENTER ST	2CW27 LOWER TRL	0.360
848	2CW31	TORRES ST	2CW10 PORTOLA RD	CML	0.030
849	2CW33	LOBOS ST	2CW21 VALLEY WY	CML	0.020
850	2DO02	VIA MALLORCA	0209A CARMEL VLY RD	END	0.150
851	2DO04	VIA PETRA	0209A CARMEL VLY RD	END	0.120
852	**2GC00**	**CARMEL VALLEY GOLF & COUNTRY CLUB**			
853	2GC01	VALLEY GREENS DR	0509A CARMEL VLY RD	END	1.260
854	2GC01	VALLEY GREENS DR	2GC01 VLY GREENS DR	SH001	0.000
855	2GC02	VALLEY GREENS CIR	2GC01 VLY GREENS DR	2GC02 VALLEY GREENS CIR	0.890
856	2GC03	POPLAR LN	2GC01 VALLEY GREENS DR	END	0.190
857	2GC04	LAKE PLACE	END	END	0.130
858	2GC04	LAKE PLACE	2GC01 VLY GREENS DR	2GC04 LAKE PLACE	0.140
859	2GC05	VALLEY KNOLL RD	2GC01 VLY GREENS DR	END	0.360
860	2GC06	FAIRWY PL	END	END	0.140
861	2GC07	RIVER PLACE	2GC01 VLY GREENS DR	2GC07 RIVER PL	0.100
862	2GC07	RIVER PLACE	END	END	0.130
863	**2HF00**	**HATTON FIELDS**			
864	2HF01	RANDALL WY	2MF04 4TH AVE	232 OCEAN AVE	0.170
865	2HF02	THIRD AVE	SH001	2HF03 HATTON RD	0.060
866	2HF02	THIRD AVE	2HF03 HATTON RD	CML	0.070
867	2HF03	HATTON RD	2HF09 MESA DR	END	1.220
868	2HF04	FOURTH AVE	2HF03 HATTON RD	CML	0.080
869	2HF05	SHAFTER WY	2HF16 MTN VIEW AVE	2HF03 HATTON RD	0.290
870	2HF08	FIFTH AVE	2HF01 RANDALL WY	CML	0.040
871	2HF09	MESA DR	2HF22 TREVIS WY	SHO01	1.060
872	2HF10	ALLEN PL	2HR01 RANDALL WY	END	0.050
873	2HF11	DICHRO DR	2HF09 MESA DR	END	0.030
874	2HF12	SEVENTH AVE	2HF03 HATTON RD	CML	0.180
875	2HF13	SEVENTH PL	2HF12 7TH AVE	END	0.020

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
876	2HF14	OAK PL	2HF05 SHAFTER WY	END	0.070
877	2HF16	MOUNTAIN VIEW AVE	CML	2HF16 MTN VIEW AVE	0.000
878	2HF16	MOUNTAIN VIEW AVE	2HF03 HATTON RD	END	0.140
879	2HF16	MOUNTAIN VIEW AVE	2HF16 MTN VIEW AVE	2HF09 MESA DR	0.000
880	2HF18	MARTIN RD	2HF03 HATTON RD	END	0.270
881	2HF20	ATHERTON DR	SH001	2HF09 MESA DR	0.040
882	2HF20	ATHERTON DR	2HF09 MESA DR	2085 RIO RD	0.590
883	2HF22	TREVIS WY	2HF09 MESA DR	END	0.320
884	2HF24	TAYLOR RD	2HF09 MESA DR	END	0.340
885	2HF26	MESA PL	2HF28 LAZARRO DR	2HF09 MESA DR	0.140
886	2HF28	LAZARRO DR	2HF30 ATHERTON PL	2HF26 MESA PL	0.270
887	2HF30	ATHERTON PL	2HF28 LAZARRO DR	END	0.090
888	**2HM00**	**HIGHLAND MEADOWS**			
889	2HM01	EDGEFIELD PL	END	END	0.240
890	2HM02	GREENFIELD PL	END	END	0.130
891	2HM03	HIGH MEADOW DR	2CW25A CARPENTER ST	2RV36A OUTLOOK	0.340
892	2HM04	SUMMIT FIELD RD	2HM03 HIGH MEADOW DR	END	0.170
893	**2HV00**	**HOLT VALLEY RANCH**			
894	2HV01	ANNE CIR	2HV04 PALISADE DR	END	0.030
895	2HV02	HOLT RD	2088 ROBINSON CYN RD	END	0.630
896	2HV04	PALISADE DR	2HV02 HOLT RD	END	0.250
897	**2JM00**	**JAMES MEADOWS TRACT**			
898	2JM01	LOS ARBOLES	0209A CARMEL VLY RD	END	0.290
899	2JM02	EL CAMINO ESTRADA	2JM01 LOS ARBOLES	END	0.170
900	2JM03	CENTER ST	END	END	0.190
901	2JM05	BERWICK DR	2JM06 DORRIS DR	0209A	0.300
902	2JM06	DORRIS DR	0209A CARMEL VLY RD	2JM05 BERWICK DR	0.240
903	**2LE00**	**LAURELES ESTATES**			
904	2LE01	MARAVILLA DR	0205 LAURELES GRADE	END	0.360
905	2LE02	CASIANO DR	2LE1 MARAVILLA DR	END	0.270
906	2LE03	ANTONIO PL	2LE2 CASIANO DR	END	0.100
907	**2LP00**	**LAS PALMAS**			
908	2LP01	LAS PALMAS PKWY	0210 RIVER RD	2LP02 TARA DR	0.140
909	2LP02	TARA DR	2VD03 TARA DR	0210 RIVER DR	0.520
910	**2LS00**	**LAGUNA SECA**			
911	2LS01	LAGUNA PL	SH068	END	0.240
912	2LS03	SECA PL	SH068	END	0.240
913	**2MF00**	**MISSION FIELDS**			

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
914	2MF01	WILLOW PL	2MF04 MISSION FLDS S	END	0.060
915	2MF02	SYCAMORE PL	END	END	0.160
916	2MF03	FISHER DR	2MF12 OLIVER RD	2MF08 FISHER PL	0.160
917	2MF04	MISSION FIELDS RD	2085 RIO RD	2MF12 OLIVER	0.290
918	2MF05	RIVERSIDE PL	2MF02 SYCAMORE PL	END	0.030
919	2MF06	BIRCH PL	2085 RIO RD	END	0.070
920	2MF08	FISHER PL	2MF12 OLIVER RD	END	0.120
921	2MF10	ASPEN PL	2MF03 FISHER DR	END	0.040
922	2MF11	RIVERSIDE WY	2MF02 SYCAMORE PL	END	0.070
923	2MF12	OLIVER RD	2MF3 FISHER DR	END	0.490
924	**2MS00**	**MERCURIO SUBDIVISION**			
925	2MS01	MERCURIO RD	2TG1 TIERRA GRANDE	END	0.660
926	**2PE00**	**PINE CANYON ESTATES**			
927	2PE01	REDDING DR	2017B PINE CYN RD	2017B PINE CYN RD	0.810
928	2PE02	CAVA CIRCLE	2PE01 REDDING DR	END	0.060
929	2PE03	REDDING CIR	IPE01 REDDING DR	END	0.110
930	**2PZ00**	**PEDRAZZI SUBDIVISION**			
931	2PZ01	ENOS DR	0210 RIVER RD	2PZ03 BERRY DR	0.490
932	2PZ02	PRADO LN	2PZ03 BERRY DR	END	0.160
933	2PZ03	BERRY DR	0210 RIVER RD	ENOS DR	0.310
934	2PZ04	NINA CT	2PZ03 BERRY DR	END	0.050
935	2PZ05	BUENA LN	2PZ03 BERRY DR	END	0.080
936	2PZ06	RIVER CT	0210 RIVER RD	END	0.120
937	**2RA00**	**RANCHO AGUAJITO**			
938	2RA01	JOSSELYN CYN RD	MON	MON	0.860
939	2RA02	SYLVAN RD	MON	2RA20 MANOR RD	0.290
940	2RA02	SYLVAN RD	2RA20 MANOR RD	MON	1.070
941	2RA03	SYLVAN PL	2RA02 SYLVAN RD	END	0.140
942	2RA04	VIEJO RD	URBAN LIMIT	MON	1.090
943	2RA04	VIEJO RD	2RA12 AGJAJITO RD	URBAN LIMIT	0.350
944	2RA05	JACKS RD	2RA18 DEER FLT RD	2RA20 MANOR RD	0.250
945	2RA06	VALENZUELA RD	2RA12 AGJAJITO RD	2RA04 VIEJO RD	0.740
946	2RA07	CASTRO RD	MON	2RA02 SYLVAN RD	0.550
947	2RA07A	CASTRO WY	2RA07 CASTRO RD	MON	0.130
948	2RA08	MONHOLLAN RD	2RA12 AGUAJITO RD	END	0.320
949	2RA09	RAYMOND WY	2RA10 VIA MAR MONTE	END	0.050
950	2RA10	VIA MAR MONTE	END	END	0.670
951	2RA11	GENISTA WY	2RA10 VIA MAR MONTE	END	0.110

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
952	2RA12	AGUAJITO RD	SH001	MON	2.670
953	2RA14	LOMA ALTA RD	2RA12 AGJAJITO RD	END	1.040
954	2RA16	CASTRO CT	2RA07 CASTRO RD	END	0.100
955	2RA18	DEER FLAT RD	2RA02 SYLVAN RD	5RA5 JACKS RD	0.170
956	2RA20	MANOR RD	2RA02 SYLVAN RD	END	0.360
957	2RA22	MANOR PL	2RA20 MANOR RD	END	0.100
958	2RA25	CORTE VENADO	2RA26 FAIRFIELD PL	END	0.040
959	2RA26	FAIRFIELD PL	2RA27 PASO VENADO	END	0.500
960	2RA27	PASO VENADO	2RA12 AGUAJITO RD	2RA26 FAIRFIELD PL	0.200
961	2RA28	OLMSTED RD	SH068	URBAN LIMIT	0.790
962	2RA28	OLMSTED RD	URBAN LIMIT	2RA29 JACKS PEAK DR	0.150
963	2RA29	JACKS PEAK DR	2RA28 OLMSTED RD	8739 JACKS PEAK DR	0.880
964	2RA30	CIRCULO DE ESCUELA	2RA28 OLMSTED	END	0.040
965	**2RC00**	**LOS RANCHITOS CARMEL**			
966	2RC01	ENCINA DR	2RC02 MIRAMONTE RD	END	0.280
967	2RC02	MIRAMONTE RD	0209A CARMEL VLY RD	205 LAURELES GRADE	1.160
968	2RC03	RING LN	2RC02 MIRAMONTE RD	2RC05 LOS ROBLES DR	0.360
969	2RC05	LOS ROBLES DR	2RC02 MIRAMONTE RD	205 LAURELES GRADE	0.680
970	**2RD00**	**ROBLES DEL RIO**			
971	2RD01	EL HEMMORRO	2RD16 CALLE SABE	5RD03 RING LN	0.250
972	2RD02	DE EL RIO	2RD07 ESQUILINE RD	2RD07 ESQUILINE RD	0.160
973	2RD03	CALLE DE LOS AGRINEMSORS	2RD18 CALLE VENTANA	2RD15 SOUTHBANK RD	0.970
974	2RD04	DE LOS HELECHOS	2RD07 ESQUILINE RD	END	0.210
975	2RD05	CAMINO DE TRAVESIA	2RD18 CALLE VENTANA	END	0.440
976	2RD06	BUENA VISTA DELRIO	2RD08	END	0.290
977	2RD07	ESQUILINE RD	0209A CARMEL VLY RD	2RD26 A EL RIO	0.840
978	2RD08	CALLE DE LOS OSITOS	2RD07 ESQUILINE RD	2RD14 PIEDRAS BLANCAS	0.420
979	2RD09	UPPER CIR	2RD07 ESQUILINE RD	2RD11 UPPER CIR	0.110
980	2RD10	EL PAJARO	2RD08 CALLE OSITOS	END	0.050
981	2RD11	UPPER CIR	2RD07 ESQUILINE RD	8341 UPPER CIR	0.300
982	2RD12	CALLE DE LA PALOMA	2RD08 CALLE DE OSITOS	END	0.130
983	2RD13	CAMP STEFFANI RD	0209A CARMEL VLY RD	END	0.190
984	2RD14	PIEDRAS BLANCAS	2RD08 CALLE DE OSITOS	END	0.300
985	2RD15	SOUTHBANK RD	2RD03 CALLE	2RD07 ESQUILINE RD	1.100
986	2RD16	CALLE DE QUIEN SABE	2RD18 CALLE VENTANA	2RD08 CALLE DE OSITOS	0.250
987	2RD17	HITCHCOCK RD	2RD15 SOUTHBANK RD	END	0.110
988	2RD18	CALLE DE LA VENTANA	2RD28 PUNTA DEL MONTE	2RD01 EL HEMMORO	0.390
989	2RD19	SALSIPUEDES	2RD07 ESQUILINE RD	END	0.090

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
990	2RD20	EL ECHO	2RD18 CALLE VENTANA	END	0.050
991	2RD21	WAWONA RD	END	2RD13 CP STEFFANI RD	0.080
992	2RD22	A EL CUENCO	2RD05 CAMINO DE TAVESIA	END	0.130
993	2RD24	EL POTRERO	2RD26 A EL RIO	5RD26 A EL RIO	0.350
994	2RD26	A EL RIO	2RD07 ESQUILINE RD	2RD24 EL POTRERO	0.160
995	2RD28	PUNTA DEL MONTE	2RD14 PIEDRAS BLANCAS	2RD18 CALLE VENTANA	0.290
996	**2ROP00**	**ROYAL OAKS PARK**			
997	2ROP01	OLD HIDDEN OAK ROAD			0.138
998	2ROP02	ACORN ROAD			0.260
999	2ROP03	YONA ROAD (RO)			0.234
1000	**2RV00**	**RANCHO RIO VISTA**			
1001	2RV01	CARMEL HILLS DR	0232 OCEAN AVE	END	0.420
1002	2RV02	VALLEY PL	2RV01 CARMEL HILLS	END	0.100
1003	2RV03	STEWART PL	2RV01 CARMEL HILLS	END	0.080
1004	2RV04	CANYON DR	2RV05 FLANDERS DR	END	0.110
1005	2RV05	FLANDERS DR	2RV07 MORSE DR	SH001	0.770
1006	2RV06	WARD PL	2RV05 FLANDERS DR	END	0.100
1007	2RV07	MORSE DR	2RV23 S CARMEL HILLS	SH001	0.320
1008	2RV08	WHITMAN CIR	2RV05 FLANDERS DR	END	0.170
1009	2RV09	BALDWIN PL	2RV05 FLANDERS DR	END	0.040
1010	2RV10	ARRIBA DEL MUNDO	2RV15 RIO VISTA DR	END	0.340
1011	2RV11	FLANDERS PL	2RV07 MORSE DR	END	0.140
1012	2RV12	VISTA DEL PINOS	2RV10 ARRIBA MUNDO	END	0.100
1013	2RV13	HACIENDA PL	2RV15 RIO VISTA DR	END	0.120
1014	2RV14	ARROYO TRAIL	2RV10 ARRIBA MUNDO	2RV25 CARMEL KNOLLS DR	0.250
1015	2RV15	RIO VISTA DR	2RV17 CANADA DR	0209A CARMEL VLY RD	0.990
1016	2RV16	CHIQUITO PL	2RV15 RIO VISTA DR	END	0.070
1017	2RV17	CANADA DR	2RV15 RIO VISTA DR	5RV15	0.800
1018	2RV18	TOLANDO TRL	END	END	0.220
1019	2RV19	ROTUNDA DR	2RV15 RIO VISTA DR	END	0.290
1020	2RV20	SEGUNDA DR	2RV15 RIO VISTA DR	END	0.390
1021	2RV21	ROW PL	2RV05 FLANDERS DR	END	0.030
1022	2RV22	MARGUERITA WY	2RV15 RIO VISTA DR	END	0.150
1023	2RV23	S CARMEL HILLS DR	SH001	END	0.360
1024	2RV24	VIA CARMELITA	2RV23 S. CARMEL HILLS DR	END	0.030
1025	2RV25	CARMEL KNOLLS DR	0209A CARMEL VLY RD	END	0.910
1026	2RV26	VIA MARGARITA	2RV23 S. CARMEL HILLS DR	END	0.040
1027	2RV27	CARMEL RANCHO BLVD	0209A CARMEL VLY RD	2085 RIO RD	0.390

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1028	2RV28	VIA PORTOLA	2RV23 S. CARMEL HILLS DR	END	0.030
1029	2RV30	VIA RIVIERA	2RV23 S. CARMEL HILLS DR	END	0.040
1030	2RV31	RYAN PL	2RV25 CARMEL KNOLLS	END	0.070
1031	2RV32	PARTRIDGE PL	2RV25 CARMEL KNOLLS	END	0.030
1032	2RV33	DOUGHERTY CT	2RV34 DOUGHERTY PL	END	0.030
1033	2RV34	DOUGHERTY PL	END	END	0.180
1034	2RV35	CANADA VALLEY DR	2RV17 CANADA DR	END	0.140
1035	2RV36	OUTLOOK DR	2RV17 CANADA DR	END	1.390
1036	2RV36A	OUTLOOK DR	2HM01 EDGEFIELD PL	END	0.370
1037	2RV37	PINE HILLS DR	2RV36 OUTLOOK DR	URBAN LIMIT	0.490
1038	2RV37	PINE HILLS DR	URBAN LIMIT	END	0.150
1039	2RV38	KNOLL LANE	2RV36 OUTLOOK DR	END	0.060
1040	2RV39	OUTLOOK LN	2RV36 OUTLOOK DR	END	0.050
1041	2RV40	OUTLOOK TER	2RV36 OUTLOOK DR	END	0.070
1042	2RV41	CANADA CT	2RV17 CANADA DR	END	0.320
1043	2RV42	CANADA LN	2RV41 CANADA CT	END	0.070
1044	2RV43	OUTLOOK CT	2RV36 OUTLOOK DR	END	0.120
1045	2RV44	OUTLOOK PL	2RV43 OUTLOOK CT	END	0.030
1046	**2SV00**	**SERRA VILLAGE**			
1047	2SV02	PALOU DR	2003 PORTOLA DR	END	0.110
1048	2SV03	ANZA DR	2003 PORTOLA DR	2003 PORTOLA DR	0.420
1049	2SV04	FRANCISCAN WY	2SV03 ANZA DR	2003 PORTOLA DR	0.320
1050	2SV05	FRANCISCAN CT	2SV04 FRANCISCAN WY	END	0.030
1051	2SV06	FRANCISCAN CIR	2SV04 FRANCISCAN WY	END	0.060
1052	2SV07	ANZA CIR	2SV03 ANZA DR	END	0.030
1053	2SV08	BERRA WY	2003 PORTOLA DR	END	0.060
1054	2SV09	DARCIE LN	2003 PORTOLA DR	END	0.080
1055	2SV10	SHARON LN	2003 PORTOLA DR	END	0.070
1056	2SV11	BALFOUR LN	2003 PORTOLA DR	END	0.050
1057	2SV12	ESPANA CT	2SV04 FRANCISCAN WY	END	0.090
1058	2SV13	VIA ESPANA	2SV04 FRANCISCAN WY	2SV12 ESPANA CT	0.080
1059	**2TCP00**	**TORO COUNTY PARK**			
1060	2TCP01	BADGER STREET			0.613
1061	2TCP02	MAIN ROAD/EV ROAD			1.400
1062	2TCP03	OAK GROVE			0.010
1063	2TCP04	QUAIL ROAD			0.051
1064	2TCP05	RESIDENCE ROAD			0.088
1065	2TCP06	SHOP ROAD			0.132

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1066	2TCP07	SYCAMORE ROAD			0.065
1067	2TCP08	YONA ROAD (TP)			0.634
1068	**2TG00**	**TIERRA GRANDE**			
1069	2TG01	TIERRA GRANDE DR	0209A CARMEL VLY RD	END	2.100
1070	2TG02	ELINORE PL	2TG03 RANCHO ALTO DR	END	0.100
1071	2TG03	RANCHO ALTO DR	2TG01 TIERRA GRDE DR	END	0.140
1072	2TG04	CAROL PL	2TG01 TIERRA GRDE DR	END	0.080
1073	2TG05	VIA CROTALO	2TG01 TIERRA GRDE DR	END	0.150
1074	2TG06	VIA CAZADOR	2TG01 TIERRA GRDE DR	END	0.170
1075	2TG07	VIA PALOMA	2TG01 TIERRA GRDE DR	END	0.100
1076	2TG08	LOMA ROBLES	2TG07 VIA PALOMA	END	0.080
1077	2TG09	VIA MARIQUITA	2TG01 TIERRA GRDE DR	END	0.340
1078	2TG10	VIA CICINDELA	2TG01 TIERRA GRDE DR	END	0.160
1079	2TG11	TELARANA WY	2TG01 TIERRA GRDE DR	END	0.220
1080	2TM01	TIERRA SPUR	0223 CORRAL DE TIERA	END	0.340
1081	**2TP00**	**TORO PARK**			
1082	2TP01	PICADOR DR	2003A PORTOLA DR	END	0.210
1083	2TP02	TOREADOR DR	END	2003A PORTOLA DR	0.130
1084	2TP03	MANOLETE DR	2TP01 PICADOR DR	2TP04 COLETA DR	0.150
1085	2TP04	COLETA DR	2003A PORTOLA DR	END	0.170
1086	2TP05	ESTOQUE PL	2003A PORTOLA DR	END	0.120
1087	2TP06	ORTEGA DR	2TP05 ESTOQUE PL	2003A PORTOLA DR	0.260
1088	2TP07	VERONICA DR	2003A PORTOLA DR	2003A	0.420
1089	2TP08	FERDINAND DR	2TP07 VERONICA DR	2TP07 VERONICA DR	0.220
1090	2TP09	FERDINAND CT	2TP08 FERDINAND DR	END	0.050
1091	2TP10	MONTERA DR	2TP14 DAVENRICH ST	2TP14 DAVENRICH ST	0.180
1092	2TP11	MONTERA CT	2TP10 MONTERA DR	END	0.050
1093	2TP12	MONTERA PL	2TP10 MONTERA DR	END	0.070
1094	2TP13	CAPOTE DR	END	2003A PORTOLA DR	0.320
1095	2TP14	DAVENRICH ST	2003A PORTOLA DR	2TP13 CAPOTE DR	0.480
1096	2TP15	TORERO CT	2TP16 TORERO DR	END	0.060
1097	2TP16	TORERO DR	2TP17 ORDONEZ DR	SH068	0.190
1098	2TP17	ORDONEZ DR	2TP16 TORERO DR	2003 PORTOLA DR	0.200
1099	2TP18	BRAVO PL	2TP16 TORERO DR	END	0.110
1100	2TP19	BRAVO CT	2TP16 TORERO DR	END	0.050
1101	2TP20	CORDOBA DR	2TP24 GUIDOTTI DR	2003A PORTOLA DR	0.110
1102	2TP21	CORDOBA PL	2TP20 CORDOBA DR	END	0.060
1103	2TP22	CORDOBA CT	2TP20 CORDOBA DR	END	0.030

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1104	2TP23	GUIDOTTI CT	2TP24 GUIDOTTI DR	END	0.020
1105	2TP24	GUIDOTTI DR	2TP20 CORDOBA DR	2TP26 MULETA DR	0.210
1106	2TP25	GUIDOTTI PL	2TP26 MULETA DR	END	0.060
1107	2TP26	MULETA DR	2TP24 GUIDOTTI DR	2TP28 ESPADA DR	0.110
1108	2TP27	MULETA PL	2TP26 MULETA PL	END	0.050
1109	2TP28	ESPADA DR	2003A PORTOLA DR	END	0.300
1110	**2VD00**	**VISTA DEL RIO**			
1111	2VD01	RANCHITO DEL RIO DR	2VD03 TARA DR	2VD03 TARA DR	0.760
1112	2VD02	RANCHITO DR	0210 RIVER RD	2VD01 RANCHITO DEL RD	0.180
1113	2VD03	TARA DR	END	END	0.320
1114	2VD04	TARA PL	2VD03 TARA DR	END	0.110
1115	2VD05	TARA CT	2VD03 TARA DR	END	0.090
1116	2VD06	RANCHITO DEL RIO CT	2VD01 RANCHITO DEL R	END	0.080
1117	**2YP00**	**YANKEE POINT**			
1118	2YP01	YANKEE POINT DR	SH001	SH001	0.920
1119	2YP02	YANKEE BEACH WY	2YP01 YANKEE PT DR	END	0.050
1120	2YP03	CARMEL RIVIERA DR	2YP01 YANKEE PT DR	2YP01 TELARANA WY	0.320
1121	3005B	SAN VICENTE RD	SOLEDAD C. L.	END	1.470
1122	3022A	CAMPHORA RD	0310 RIVER RD	END	0.970
1123	3022B	CAMPHORA RD	3051 SILLIMAN RD	END	1.180
1124	3024A	MISSION ROAD EXT	0310B FT ROMIE RD	END	0.300
1125	3028A	LUCERNE ST	3026 COLONY RD	3028 MILE END	0.070
1126	3050A	INDIANS RD	4050 MILPITAS RD	3050 ARROYO SECO RD	13.850
1127	3050B	ARROYO SECO RD	3050A INDIANS RD	0309 CARMEL VLY RD	5.120
1128	**3CH00**	**CHUALAR**			
1129	3CH02A	LINCOLN ST	0317 CHUALAR RD	3CH03 SCOTT ST	0.060
1130	3CH02B	LINCOLN ST	3CHO5 JACKSON ST	3CH12 JEFFERSON ST	0.310
1131	3CH03	SCOTT ST	2CH06 GRANT ST	3CH02 LINCOLN ST	0.150
1132	3CH04	WASHINGTON ST	3CH14 ROOSEVELT ST	0317A PAYSON RD	0.550
1133	3CH05	JACKSON ST	3CH02 LINCOLN ST	3CH02 GRANT ST	0.150
1134	3CH06	GRANT ST	0317A PAYSON RD	SH101	0.500
1135	3CH06	GRANT ST	SH101	END	0.110
1136	3CH07	MAIN ST	3CH06 GRANT ST	3CH02 LINCOLN ST	0.150
1137	3CH09	CLAY ST	3CH02 LINCOLN ST	3CH06 GRANT ST	0.150
1138	3CH11	SOUTH ST	3CH02 LINCOLN ST	3CH02 GRANT ST	0.150
1139	3CH12	JEFFERSON ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.120
1140	3CH13	MADISON ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.110
1141	3CH14	ROOSEVELT ST	3CH04 WASHINGTON ST	3CH15 ADAMS ST	0.110

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EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1142	3CH15	ADAMS ST	3CH14 ROOSEVELT ST	3CH12 JEFFERSON ST	0.080
1143	**3GF00**	**GREENFIELD**			
1144	3GF01	FIFTEENTH ST	3GF12 OAK AVE	8330	0.300
1145	3GF02	CYPRESS AVE	3GF05 14TH ST	GNFD	1.460
1146	3GF03	CANAL ST	3017 PEACH RD	3GF04 PINE AVE	0.120
1147	3GF04	PINE AVE	3GF04 14TH ST	GNFD	1.390
1148	3GF04	PINE AVE	END	END	1.220
1149	3GF04	PINE AVE	3GF03 CANAL ST	3GF04 14TH ST	0.280
1150	3GF05	FOURTEENTH ST	316 ELM AVE	3GF12 OAK AVE	0.250
1151	3GF05	FOURTEENTH ST	3GF12 OAK AVE	3GF02 CYPRESS AVE	1.260
1152	3GF06	CHERRY AVE	3GF09 12TH ST	CITY LIMIT	0.440
1153	3GF06	CHERRY AVE	3GF13 2ND ST	END	0.840
1154	3GF07	THIRTEENTH ST	GREENFIELD CITY LIMIT	3GF02 CYPRESS AVE	1.000
1155	3GF08	WALNUT AVE	3GF05 14TH ST	GNFD	1.000
1156	3GF08	WALNUT AVE	GREENFIELD CITY LIMIT	END	0.550
1157	3GF09	TWELFTH ST	3GF02 CYPRESS AVE	GNFD	0.630
1158	3GF10	APPLE AVE	END	GREENFIELD CITY LIMIT	0.200
1159	3GF11	THIRD ST	0316B ELM AVE	GNFD	0.140
1160	3GF11	THIRD ST	GREENFIELD CITY LIMIT	3GF04 PINE AVE	0.520
1161	3GF12	OAK AVE	END	GNFD	0.000
1162	3GF12	OAK AVE	GNFD	3GF15 FIRST ST	0.000
1163	3GF13	SECOND ST	3GF04 PINE AVE	GNFD C/L	0.500
1164	3GF13	SECOND ST	GNFLD C/L	0316 ELM AVE	0.250
1165	3GF15	FIRST ST	316 ELM AVE	3GF12 OAK AVE	0.250
1166	3GF19	TENTH ST	3GF06 CHERRY AVE	GNFD	0.220
1167	**3RE00**	**ROYAL ESTATES**			
1168	3RE01	ROYAL DR	3066 PINE CYN RD	3RE01 CROWN AVE	0.430
1169	3RE02	CROWN AVE	3RE01 ROYAL DR	3RE01 ROYAL DR	0.380
1170	3RE03	ELSA CIR	3RE01 ROYAL DR	END	0.060
1171	3RE04	GRACE CIR	3043 MERRITT ST	END	0.040
1172	3RE05	HALL CIR	3RE01 ROYAL DR	END	0.030
1173	**3SL00**	**SAN LUCAS**			
1174	3SL03	SAN LUCAS ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1175	3SL05	ALBERT ST	33L06 SAN BENITO ST	3SL08 MAIN ST	0.060
1176	3SL06	SAN BENITO ST	3SL03 SAN LUCAS ST	3SL13 MARY ST	0.450
1177	3SL07	ANITA ST	3SL08 MAIN ST	3SL06 SAN BENITO ST	0.060
1178	3SL08	MAIN ST	SH198	END	0.610
1179	3SL09	TERESA ST	3SL08 MAIN ST	3SL06 SAN BENITO ST	0.060

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	A	B	C	D	E
1	ROAD NUMBER	ROAD NAME	FROM [NUMBER AND NAME]	TO [NUMBER AND NAME]	COUNTY MAINTAINED ROAD LENGTH (MILES)
1180	3SL11	ROSA ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1181	3SL13	MARY ST	3SL06 SAN BENITO ST	3SL08 MAIN ST	0.060
1182	3SL14	ALLEY A	3SL03 SAN LUCAS ST	3SL13 MARY ST	0.000
1183	3SL15	ALLEY B	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1184	3SL16	ALLEY C	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1185	3SL17	ALLEY D	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1186	3SL18	ALLEY E	3SL14 ALLEY A	3SL06 SAN BENITO ST	0.000
1187	4020A	JOLON PLEYTO RD	0406 JOLON RD	8322 JOLON PEYTO RD	0.360
1188	4025A	SARGENTS RD	4SA10 JOLON ST	END	15.030
1189	4025B	SARGENTS RD	4055 BRADLEY RD	END	2.290
1190	4042A	CROSS COUNTRY RD	0408 VINEYARD CYN RD	4029 INDIAN VLY RD	7.610
1191	4042B	CROSS COUNTRY RD	4041 RANCHITA CYN RD	0408 VINEYARD CYN RD	6.550
1192	**4BR00**	**BRADLEY**			
1193	4BR02	MEADOW AVE	4025 SARGENTS RD	END	0.280
1194	4BR03	HALL ST	4055 BRADLEY RD	4BR06 RIVER ST	0.100
1195	4BR04	DIXIE ST	4BR09 SALINAS ST	END	0.280
1196	4BR05	MONTEREY ST	4BR06 RIVER ST	4BR02 MEADOW AVE	0.150
1197	4BR06	RIVER ST	END	END	0.140
1198	4BR07	PLEYTO ST	4BR02 MEADOW AVE	4BR04 DIXIE ST	0.100
1199	4BR09	SALINAS ST	4BR04 DIXIE ST	4BR02 MEADOW AVE	0.100
1200		**COUNTY OF MONTEREY PARKS**			
1201	**4FOP00**	**FORT ORD PARK**			
1202	4FOP01	ADDINGTON ROAD			0.980
1203	4FOP02	BARLOY CANYON ROAD			0.880
1204	4FOP03	BORDER ROAD			0.770
1205	4FOP04	GIGLING ROAD	7TH AVENUE	8TH AVENUE	0.680
1206	4FOP05	HENNEKENS RANCH ROAD			0.570
1207	4FOP06	JERRY SMITH CORRIDOR			0.610
1208	4FOP07	SGT ALLAN MACDONALD TRAIL			1.140
1209	4FOP08	WATKINS GATE ROAD			2.690
1210	4FOP09	WEST CAMP ROAD			0.300
1211	**4JPP00**	**JACKS PEAK PARK**			
1212	4JPP01	EAST END			0.350
1213	4JPP02	MONTEREY PINES			0.022
1214	4JPP03	JACKS PEAK EASEMENT ROAD			0.866
1215	4JPP04	JACKS PEAK ROAD			0.417
1216	4JPP05	SHOP ROAD			0.010
1217	4JPP06	WEST END LOOP			0.065

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1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1218	4JPP07	WEST END ROAD			0.659
1219	**4LSAN00**	**LAKE SAN ANTONIO NORTH SHORE**			
1220	4LSAN01	LOOP A			0.470
1221	4LSAN02	LOOP B			0.170
1222	4LSAN03	LOOP J			0.460
1223	4LSAN04	LOOP K			0.200
1224	4LSAN05	LODGES LOOP ROAD			0.060
1225	4LSAN06	MCCANDLESS SPRINGS CAMPGROUND ROAD			0.530
1226	4LSAN07	THE POINTS ROAD A			0.680
1227	**4LSAS00**	**LAKE SAN ANTONIO SOUTH SHORE**			
1228	4LSAS01	BEACH ROAD			0.840
1229	4LSAS02	LYNCH ROAD			0.810
1230	4LSAS03	LYNCH HILL ROAD			1.450
1231	4LSAS04	SAN ANTONIO ROAD			3.400
1232	4LSAS05	REDONDA VISTA CAMPGROUND LOOP ROAD			1.170
1233	**4PF00**	**PARKFIELD**			
1234	4PF03	SECOND ST	4PF06 PARK ST	4PF08 OAK ST	0.060
1235	4PF06	PARK ST	4PF03 SECOND ST	END	0.130
1236	4PF08	OAK ST	4001PARKFIELD COALINGA	END	0.160
1237	**4SA00**	**SAN ARDO**			
1238	4SA01	RICO ST	4SA02 ANNETTE ST	4069 CATTLEMEN RD	0.140
1239	4SA02	ANNETTE ST	4SA01 RICO ST	4SA07 CENTER ST	0.210
1240	4SA03	COLLEGE ST	4SA10 JOLON ST	4SA02 ANNETTE ST	0.220
1241	4SA04	SHORT ST	4069 CATTLEMEN RD	END	0.040
1242	4SA05	CANAL ST	4069 CATTLEMEN RD	4SA02 ANNETTE RD	0.120
1243	4SA06	MARTIN ST	4SA01 RICO ST	END	0.410
1244	4SA07	CENTER ST	4SA02 ANNETTE ST	END	0.260
1245	4SA08	GODCHAUX ST	4SA15 RAILROAD ST	4SA03 COLLEGE ST	0.300
1246	4SA09	WEST ST	4SA02 ANNETTE ST	4SA13 NORTH ST	0.120
1247	4SA10	JOLON ST	4025 SARGENTS RD	END	0.500
1248	4SA11	MAIN ST	4069 CATTLEMEN RD	END	0.250
1249	4SA13	NORTH ST	4SA09 WEST ST	4069 CATTLEMEN RD	0.070
1250	4SA15	RAILROAD ST	4069 CATTLEMAN RD	END	0.390
1251	4SA17	ALLEY B	4SA06 MARTIN ST	4SA18 ALLEY C	0.000
1252	4SA18	ALLEY C	4SA15 RAILROAD ST	4SA17 ALLEY B	0.000
1253	4SL08	MAIN ST	END	SH198	0.720
1254	**4SLCP00**	**SAN LORENZO COUNTY PARK**			
1255	4SLCP01	IRRIGATION MUSEUM ROAD			0.150

EXHIBIT A - COUNTY OF MONTEREY 2025 MAINTAINED MILEAGE BOOK

	A	B	C	D	E
1	**ROAD NUMBER**	**ROAD NAME**	**FROM [NUMBER AND NAME]**	**TO [NUMBER AND NAME]**	**COUNTY MAINTAINED ROAD LENGTH (MILES)**
1256	4SLCP02	LOT A ROAD			0.180
1257	4SLCP03	LOT B ROAD			0.070
1258	4SLCP04	LOT C ROAD			0.070
1259	4SLCP05	OVERFLOW LOOP			0.120
1260	4SLCP06	PORTOLA INNER LOOP			0.150
1261	4SLCP07	SALINIAN LOOP			0.330
1262	4SLCP08	SAN ANTONIO DRIVE/SAN LORENZO PARK ROAD			0.860
1263	4SLCP09	SYCAMORE LOOP			0.250
1264				**TOTAL COUNTY MAINTAINED**	**1257.98**

Docusign Envelope ID: 3FF0AD53-AC21-4E8B-B08D-CF0682AA259D

EXHIBIT B – SAFETY MEETING AND WORK PROCEDURES

1. Think Safety: Plan your work; report hazards to your crew leader/supervisor; the responsibility to follow safety practices and to wear personal safety equipment is yours.

2. Report any injury to crew leader/supervisor immediately.

3. Personal protective equipment to be provided as needed: vest, work gloves, face mask, eye protection, hearing protection, etc.

4. DO NOT go out into roadway unless directed to do so by your crew leader/supervisor.
   a. Roadway means areas that are normally driven, such as traffic lanes and ramps.

5. In the event of a traffic accident, do not try to help. You are not trained in traffic control. The crew leader/supervisor will assist.

6. Work facing traffic whenever practical, staying as far from moving traffic as possible.

7. No horseplay.

8. No cell phones, pagers, or friends are allowed at the job site.

9. No jumping from vehicles.

10. Assistance should be summoned before attempting to lift excessively heavy or bulky objects.

11. Should you require assistance (water, restroom, injury, etc.), contact your crew leader/supervisor.

12. All persons occupying vehicles shall wear seat belts.

13. All work crews will be properly dressed. You will not work without a shirt, vest, long pants, and appropriate footwear.

14. Allow ample working space to work safely. Socially distance and do not bunch up.

15. Beware of hidden obstructions, unstable terrain, climbing up and down steep slopes, and holes in the ground.

16. Place tools in a safe position so that sharp points are not exposed.

17. If you suspect hazardous waste material (i.e. oil, antifreeze, insecticide) and/or biohazards (i.e. needles, syringes, blood-soaked items), notify your crew leader/supervisor immediately. Do not touch them.

18. All attempts should be made to prevent contact with poison oak plants. See crew leader/supervisor for identification and pre- and post-exposure locations.

Docusign Envelope ID: 3FF0AD53-AC21-4E8B-B08D-CF0682AA259D

EXHIBIT B – SAFETY MEETING AND WORK PROCEDURES

	Print Name	Signature	Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Crew Supervisor: _____

Docusign Envelope ID: 3FF0AD53-AC21-4E8B-B08D-CF0682AA259D

EXHIBIT C – LITTER LOG FORM

DATE: _____ **CAMERA NAME#: _____**

PICTURE #/S: _____

GPS LOCATION: _____

ROAD NAME:_____ROAD#:_____CITY:_____

RFS# (IF APPLICABLE): _____

NEAREST ADDRESS OR CROSS STREET:_____

DUMPSITE

NUMBER OF ELECTRONICS: _____

NUMBER OF CHILDERNS TOYS OR BIKES: _____

NUMBER OF BAGS OF TRASH: _____

NUMBER OF YARDS OF RECYCLABLES: _____

NUMBER OF YARDS OF VEGETATION OR LARGE BRUSH: _____

NUMBER OF MATTRESSES: _____

NUMBER OF BAGS OF CLOTHING: _____

NUMBER OF MATTRESSES/BOXSPRING: _____

NUMBER OF BULKY FURNITURE ITEMS: _____

NUMBER OF COUCHES/RECLINERS: _____

NUMBER OF APPLIANCES: _____

NUMBER OF PALLETS/LUMBER: _____

NUMBER OF CAR PART ITEMS: _____

NUMBER OF TIRES: _____

NUMBER OF ROLLS OF CARPET: _____

PACKAGING MATERIALS (FROM A BUSINESS): _____

MICSELLANEOUS ITEMS: _____

Attachment C

County of Monterey

Administrative Office
Contracts/Procurement Division

ADDENDUM #1 RFP 10957

DATE: **Thursday, November 20, 2025**

TO: **All Contractors Submitting Proposals for RFP 10957, Litter Abatement Services located in the County of Monterey, California**

FROM: **Barbara Blythe, Deputy Contracts & Procurement Officer I**

The referenced RFP #10956 as listed in the Legal Notice published on Thursday, November 20, 2025, and within the posted Solicitation, contains a clerical error of the RFP number. The correction is as follows:

RFP #10957 for Litter Abatement Services located in the County of Monterey, California for the Department of Public Works, Facilities and Parks.

There are no other changes within the context of the RFP other than the change to the assigned number. All references to the RFP should include the correct RFP number (10957) and Title in all communications and in the submitted proposal package.

A signed copy of Addendum #1 must be submitted along with your original bid proposal package. If this acknowledgement signature page is not submitted with your proposal package, your entire proposal package may be deemed non-responsive. It is the CONTRACTORS responsibility to ensure all items in the Addendum are included in the original bid proposal package.

Receipt of Addendum #1 for RFP 10957has been received and all requested information included in the original bid proposal package.

_____ _____

Authorized Company Signature *Printed Name*

_____ _____

Company Name *Date*

Attachment D

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
Randell Ishii, MS, PE, TE, PTOE, Director

1441 Schilling Place, 2nd Floor
Salinas, CA 93901
O: 831 755 4800
F: 831 755 4958

DATE: December 11, 2025

TO: All Contractors submitting Proposal Packages for Request for Proposals (RFP) #10957 for litter abatement services to address illegal dumping of household, commercial and industrial waste items on County roads and public lands, including but not limited to waste collection and illegal dumping mitigation throughout the County of Monterey and extraordinary services such as the collection and disposal of homeless encampment debris.

ADDENDUM NO. 2

This addendum to **RFP #10957 for Litter Abatement Services located throughout the County of Monterey County, California** consists of the following:

- Preliminary questions and written responses
- The signed acknowledgement page of Addendum No. 2 must be signed and submitted with your Proposal Package.
- Proposal Packages received without the signed acknowledgement page, will be considered nonresponsive.

RECEIPT OF ADDENDUM NO. 2 TO RFP #10957 IS HEREBY ACKNOWLEDGED

_____ _____

Authorized Company Representative Signature | Company Name

_____ _____

Printed Name and Title | Date

This Addendum No. 2 consists of the following: **preliminary questions/written responses** for **RFP #10957 for Litter Abatement Services located in the County of Monterey County, California**.

Question No.	Question	County of Monterey Response
1.	I don't really have any questions except to confirm that it will be administered T&M as it is an on call contract? All debris will be billed for actual tonnage.	*Yes, this will be administered on a time and materials basis and debris will be billed for actual tonnage.*
2.	Is the County currently doing this scope of work in house or under contract with an outside vendor?	*The County is currently contracting with an outside vendor to perform this scope of work.*
3.	Do we need to register on the county site to receive addendums and updates?	*Registration is not required to receive addendums or updates. Please refer to paragraph 3.8 Future Addends on page 7 of the RFP.*
4.	Is there a page limit for the proposal submission?	*Please refer to Section 8.0, Proposal Package Requirements, of the RFP submittal instruction and for any page limits.*
5.	Regarding crew rates on the pricing schedule, this is dependent on how many people on a crew. Will the county provide a "number of crew" so all prospective vendors can bid on the same number?	*The County will not provide a "number of crews". Typically, a crew is 2 to 3 persons. It is recommended to include the cost for any additional crew members.*

~ END ADDENDUM NO. 2 ~

County of Monterey

Board Report

Legistar File Number: RES 26-056

Item No.43

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

April 28, 2026

Introduced: 4/13/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Accept the 2025 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,262.95 centerline miles, an increase/decrease of 0 miles; and
b. Authorize the Director of Public Works, Facilities and Parks to submit the County of Monterey's 2025 Annual Report to the California Department of Transportation.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Accept the 2025 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,262.95 centerline miles, an increase/decrease of 0 miles; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks to submit the County of Monterey's 2025 Annual Report to the California Department of Transportation.

SUMMARY/DISCUSSION:
The California Streets and Highway Code Section 2121 requires counties to submit an Annual Report to the California Department of Transportation in May of each year. This report is to identify any additions or deletions to the Mileage of Maintained County Roads.

Revisions to the Mileage of Maintained County Roads may result from several occurrences including the construction of new roads, approval of freeway maintenance agreements, abandonments, annexations, and/or corrections to errors in existing tabulations. This annual report is necessary for calculating distribution of certain road funds, such as Highway Users Tax Account (HUTA), Measure X, and SB1.

In 2024 the maintained mileage for the County of Monterey was reported as 1,262.95 center line miles. In 2025, there were no additions and no deletions of roadway miles, and the total maintained mileage for the County of Monterey is 1,262.95 center line miles.

OTHER AGENCY INVOLVEMENT:
The California Department of Transportation will be notified that there were no changes to the state certified Mileage of Maintained County Roads for the County of Monterey for 2025.

FINANCING:
This report was prepared by staff and is funded out of the Road Fund; therefore, there is no financial impact to the General Fund. However, miles maintained is a factor used in calculating HUTA, SB-1,

and Measure X funds. HUTA and SB-1 funds are apportioned with a complex formula which includes the maintained mileage as one of the variables. Measure X allocations are based on a formula that includes both population and road mileage.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The County of Monterey is required to submit the maintained mileage report to Caltrans in accordance with Section 2121 of the Streets and Highways Code to receive its allocation of HUTA, Measure X, and SB-1 funds for the Road Fund in the next fiscal year. These funds are essential in continuing to provide infrastructure for safe and resilient communities throughout the County of Monterey that is sustainable for the present and future.

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

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

Prepared by: Hya Honorato, Assistant Engineer (831) 755-4571
Reviewed by: Chad Alinio, PE, Senior Civil Engineer (831) 755-4937
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Resolution
Attachment B - Summary of 2025 Mileage of Maintained County Roads

County of Monterey

Board Report

Legistar File Number: RES 26-056

Item No.44

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

April 28, 2026

Introduced: 4/13/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to:
a. Accept the 2025 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,262.95 centerline miles, an increase/decrease of 0 miles; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks to submit the County of Monterey's 2025 Annual Report to the California Department of Transportation.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Accept the 2025 Annual Report of the Mileage of Maintained County Roads, tabulated at 1,262.95 centerline miles, an increase/decrease of 0 miles; and
b. Authorize the Director of the Department of Public Works, Facilities and Parks to submit the County of Monterey's 2025 Annual Report to the California Department of Transportation.

SUMMARY/DISCUSSION:
The California Streets and Highway Code Section 2121 requires counties to submit an Annual Report to the California Department of Transportation in May of each year. This report is to identify any additions or deletions to the Mileage of Maintained County Roads.

Revisions to the Mileage of Maintained County Roads may result from several occurrences including the construction of new roads, approval of freeway maintenance agreements, abandonments, annexations, and/or corrections to errors in existing tabulations. This annual report is necessary for calculating distribution of certain road funds, such as Highway Users Tax Account (HUTA), Measure X, and SB1.

In 2024 the maintained mileage for the County of Monterey was reported as 1,262.95 center line miles. In 2025, there were no additions and no deletions of roadway miles, and the total maintained mileage for the County of Monterey is 1,262.95 center line miles.

OTHER AGENCY INVOLVEMENT:
The California Department of Transportation will be notified that there were no changes to the state certified Mileage of Maintained County Roads for the County of Monterey for 2025.

FINANCING:
This report was prepared by staff and is funded out of the Road Fund; therefore, there is no financial impact to the General Fund. However, miles maintained is a factor used in calculating HUTA, SB-1, and Measure X funds. HUTA and SB-1 funds are apportioned with a complex formula which includes the maintained mileage as one of the variables. Measure X allocations

are based on a formula that includes both population and road mileage.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The County of Monterey is required to submit the maintained mileage report to Caltrans in accordance with Section 2121 of the Streets and Highways Code to receive its allocation of HUTA, Measure X, and SB-1 funds for the Road Fund in the next fiscal year. These funds are essential in continuing to provide infrastructure for safe and resilient communities throughout the County of Monterey that is sustainable for the present and future.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
__X Sustainable Infrastructure for the Present and Future
__X Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Hya Honorato, Assistant Engineer (831) 755-4571
Reviewed by: Chad Alinio, PE, Senior Civil Engineer (831) 755-4937
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Resolution
Attachment B - Summary of 2025 Mileage of Maintained County Roads

Attachment A

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

Resolution No.: _____

Adopt a Resolution:
a. Accepting the 2025 Annual Report of the mileage of the maintained County roads; and
b. Authorizing the Director of Public Works, Facilities and Parks to submit the resolution and tabulations to the California Department of Transportation.

WHEREAS, the California Streets and Highway Code, Section 2121, requires counties to submit to the California Department of Transportation in May of each year, any additions, or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added and excluded; and

WHEREAS, the California Department of Transportation certified to the State Controller in the year 2024 that the total mileage of County of Monterey maintained roads was 1,262.95 miles; and

WHEREAS, the Board now finds for 2025 the total mileage of County of Monterey maintained roads is 1,262.95 miles in accordance with the additions, exclusions or corrections to the tabulation as indicated in EXHIBIT 1 - SUMMARY SHEET 2025 MILEAGE OF MAINTAINED COUNTY ROADS COUNTY OF MONTEREY for the year 2025, attached hereto and incorporated by this reference as a part of this resolution; and

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors of the County of Monterey hereby:

1. Approves the 2025 Annual Report of the mileage of the maintained County roads; and

2. Authorizes the Director of Public Works, Facilities and Parks to submit this Resolution with Exhibit 1 and any corresponding maps and tabulations to the California Department of Transportation.

PASSED AND ADOPTED on this 28th day of April 2026, by roll call vote:

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 April 28, 2026.

Dated:

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

By_____
, Deputy

EXHIBIT 1

SUMMARY SHEET
2025 MILEAGE OF MAINTAINED COUNTY ROADS
COUNTY OF MONTEREY

Road No. - Reason for Change	Road Name - FC No.	Length (Miles)
Additions:		
Total Additions		**0.00**
Deletions:		
Total Deletions		**0.00**
2024 Mileage of Maintained Roads		1,262.95
2025 Mileage of Maintained County Roads		**1,262.95**

Attachment B

EXHIBIT 1

SUMMARY SHEET
2025 MILEAGE OF MAINTAINED COUNTY ROADS
COUNTY OF MONTEREY

Road No. - Reason for Change	Road Name - FC No.	Length (Miles)
Additions:		
Total Additions		**0.00**
Deletions:		
Total Deletions		**0.00**
2024 Mileage of Maintained Roads		1,262.95
2025 Mileage of Maintained County Roads		**1,262.95**

County of Monterey

Board Report

Legistar File Number: RES 26-062

Item No.44

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

April 28, 2026

Introduced: 4/17/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve the Engineer's Report for County Service Area (CSA) No. 17 - Rancho Tierra Grande;
b. Declare intent to set the CSA 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year (FY) 2026-27 Assessment Roll, to take effect in FY 2026-27, with subsequent annual increases corresponding with the Engineering News Record's San Francisco Construction Cost Index; and
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in CSA No. 17 - Rancho Tierra Grande and direct the Department of Public Works, Facilities and Parks to publish notice of public hearing.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve the Engineer's Report for County Service Area (CSA) No. 17 - Rancho Tierra Grande;
b. Declare intent to set the CSA 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year (FY) 2026-27 Assessment Roll, to take effect in FY 2026-27, with subsequent annual increases corresponding with the Engineering News Record's San Francisco Construction Cost Index; and
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in CSA No. 17 - Rancho Tierra Grande and direct the Department of Public Works, Facilities and Parks to publish notice of public hearing.

SUMMARY:
County Service Area 17 - Rancho Tierra Grande (CSA 17) has not established an annual assessment, which is the conventional funding method for County Service Areas in the County of Monterey. Currently, CSA 17 receives approximately $18,000 annually from AB 8 funds, interest earnings, and Homeowner's Tax Relief. This level of revenue is insufficient to sustainably fund annual maintenance, operations, and administrative cost, or to build adequate reserves for future capital repairs and replacement costs.

Staff recommend establishing an annual parcel assessment ranging from $298 to $723 based on the Equivalent Dwelling Unit (EDU) methodology. The assessment would fund storm drainage and roadway infrastructure, as well as associated administrative costs, through the Proposition 218 process. Revenue from the assessment would support annual maintenance, operations and administrative cost, and the development of capital and emergency reserves needed to repair and replace infrastructure. This includes existing services for storm drain disposal, storm drainage

maintenance and open space maintenance, along with the proposed addition of street maintenance.

Without an assessment, CSA 17 will be unable to adequately fund necessary maintenance or build a reserve for future capital needs. As infrastructure continues to age and deteriorate, this may result in the need for General Fund loans to address repairs and replacement. Any such use of General Fund support would be temporary, as costs for services and infrastructure within a County Service Area must ultimately be funded by the benefiting parcels. Accordingly, any General Fund advances would need to be repaid from revenues generated through an approved funding mechanism, such as a Proposition 218 assessment.

DISCUSSION:
On January 21, 1963, the County of Monterey Board of Supervisors adopted Resolution No. 63-20 (Attachment A) establishing CSA 17 in Carmel's Mid-Valley area, north of the intersection of Tierra Grande Road and Carmel Valley Road, and authorizing extended county services. On August 26, 1980, the County of Monterey Board of Supervisors adopted Resolution No. 80-20 (Attachment B) approving the annexation of the adjacent 33+/- acres Mercurio Subdivision, resulting in a total of 225 single family residences within CSA 17 (Attachment C). Senate Bill 1458, effective on January 1, 2009, assigns the Location Area Formation Commission (LAFCO) responsibility for determining the services and facilities authorized to be provided within a County Service Area. LAFCO resolution 09-17 identifies Parks & Recreation (Open Space), Storm Drain Maintenance and Surface Water Disposition as active CSA services as of December 7, 2009 (Attachment D).

PWFP retained Harris & Associates to prepare an Engineer's Report (Attachment E) to determine the total assessable costs of infrastructure and allocate those costs among parcels within the CSA in proportion to the estimated benefits to be received. Assessable costs include the annual maintenance, operations and administrative expenses, as well as funding for capital and emergency reserves needed to repair and replace infrastructure. These costs cover existing services for surface water disposition, storm drain maintenance and open space maintenance, along with the proposed addition of street maintenance and annual operations and maintenance support.

On September 25, 2025, PWFP held an in-person community meeting to present the Engineer's Report and respond to questions from the property owners. Additionally, Supervisor Daniel's District 5 office mailed letters to all parcel/lot owners emphasizing the importance of the election and solicited a sample ballot to get feedback from the community as to their support of the assessment. Staff will be available to respond to community inquiries regarding the proposed assessment through the June 23, 2026 Proposition 218 election.

As set forth by Proposition 218, local agencies are required to follow these steps:

1. Adopt a Resolution of Intention: Adopt a resolution (Attachment F) to approve the Engineer's Report, declare intention to set the annual assessment, and to set a date to hold a Majority Project Hearing. The Engineer's Report prepared by Harris & Associates is enclosed as Attachment E and is posted on the County's website.
2. Send Notice of Public Hearing (Attachment G) and Ballot (Attachment H): Develop a Notice of Public Hearing on the establishment of the CSA No. 17 annual assessment, prepare a Ballot and send both documents to the owner of record for each parcel 45 days

in advance of Public Hearing.

3. Collect and Tabulate Ballots: The County Clerk of the Board is to collect all ballots received through the close of the Public Hearing that is being scheduled on Tuesday, June 23, 2026 at 1:30 p.m. The ballots will be tabulated, and the results will be presented to the County Board of Supervisors later in the County Board of Supervisors meeting that day.
4. County Board of Supervisors Decision: If a majority of the submitted ballots endorse the establishment of the CSA No. 17 annual assessments, the County Board of Supervisors may elect to impose the new assessment.

Upon approval, the new assessments will be collected through the Monterey County Office of the Auditor Controller along with annual property tax bills effective in FY 2026-27.

OTHER AGENCY INVOLVEMENT:

The Engineer's Report has been made available to all members of the public on the CSA 17 Rancho Tierra Grande webpage on the County of Monterey Department of Public Works, Facilities and Parks - Special Districts website and a community meeting was held on September 25, 2025, with County staff available to provide additional information and answer questions. County Counsel has reviewed and approved the report. Approved assessments must be delivered to the Auditor-Controller by August 3, 2026.

FINANCING

Funding to pay for CSA 17 services is limited to AB 8 revenue, interest on fund balance, and Homeowner's Tax Relief that currently provides approximately $18,000 annually. This amount is insufficient to maintain infrastructure within CSA No.17. The proposed assessments are needed to place annual revenue in line with annual costs to maintain CSA 17 infrastructure. Per the Engineer's Report, in the first year (tax year 2026-27), assessments are estimated to increase the CSA 17 revenue by $157,924 and by approximately $5,757,809 over the next 25 years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation advances the Board's Strategic Plan Goals by promoting an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency by maintaining regular communication with the community to build/maintain trust, provide responsive customer service, and ensure the community recognizes the need for and can support rate increases to improve the fiscal sustainability and by providing increased funding for the continued maintenance and completion of capital improvement projects for infrastructure upgrades and meeting public safety standards.

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

Prepared by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Resolution No. 23-60
Attachment B - Resolution No. 80-20
Attachment C - CSA 17 Boundary Map
Attachment D - LAFCO Resolution 09-17
Attachment E - Engineer's Report
Attachment F - Resolution of Intention
Attachment G - Notice of Public Hearing
Attachment H - Sample Ballot

Introduced: 4/17/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve the Engineer's Report for County Service Area (CSA) No. 17 - Rancho Tierra Grande;
b. Declare intent to set the CSA 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year (FY) 2026-27 Assessment Roll, to take effect in FY 2026-27, with subsequent annual increases corresponding with the Engineering News Record's San Francisco Construction Cost Index; and
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in CSA No. 17 - Rancho Tierra Grande and direct the Department of Public Works, Facilities and Parks to publish notice of public hearing.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a Resolution to:
a. Approve the Engineer's Report for County Service Area (CSA) No. 17 - Rancho Tierra Grande;
b. Declare intent to set the CSA 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year (FY) 2026-27 Assessment Roll, to take effect in FY 2026-27, with subsequent annual increases corresponding with the Engineering News Record's San Francisco Construction Cost Index; and
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SUMMARY:

County Service Area 17 - Rancho Tierra Grande (CSA 17) has not established an annual assessment, which is the conventional funding method for County Service Areas in the County of Monterey. Currently, CSA 17 receives approximately $18,000 annually from AB 8 funds, interest earnings, and Homeowner's Tax Relief. This level of revenue is insufficient to sustainably fund annual maintenance, operations, and administrative cost, or to build adequate reserves for future capital repairs and replacement costs.

Staff recommend establishing an annual parcel assessment ranging from $298 to $723 based on the Equivalent Dwelling Unit (EDU) methodology. The assessment would fund storm drainage and roadway infrastructure, as well as associated administrative costs, through the Proposition 218 process. Revenue from the assessment would support annual maintenance, operations and administrative cost, and the development of capital and emergency reserves needed to repair and replace infrastructure. This includes existing services for storm drain disposal, storm drainage

maintenance and open space maintenance, along with the proposed addition of street maintenance.

Without an assessment, CSA 17 will be unable to adequately fund necessary maintenance or build a reserve for future capital needs. As infrastructure continues to age and deteriorate, this may result in the need for General Fund loans to address repairs and replacement. Any such use of General Fund support would be temporary, as costs for services and infrastructure within a County Service Area must ultimately be funded by the benefiting parcels. Accordingly, any General Fund advances would need to be repaid from revenues generated through an approved funding mechanism, such as a Proposition 218 assessment.

DISCUSSION:
On January 21, 1963, the County of Monterey Board of Supervisors adopted Resolution No. 63-20 (Attachment A) establishing CSA 17 in Carmel's Mid-Valley area, north of the intersection of Tierra Grande Road and Carmel Valley Road, and authorizing extended county services. On August 26, 1980, the County of Monterey Board of Supervisors adopted Resolution No. 80-20 (Attachment B) approving the annexation of the adjacent 33+/- acres Mercurio Subdivision, resulting in a total of 225 single family residences within CSA 17 (Attachment C). Senate Bill 1458, effective on January 1, 2009, assigns the Location Area Formation Commission (LAFCO) responsibility for determining the services and facilities authorized to be provided within a County Service Area. LAFCO resolution 09-17 identifies Parks & Recreation (Open Space), Storm Drain Maintenance and Surface Water Disposition as active CSA services as of December 7, 2009 (Attachment D).

PWFP retained Harris & Associates to prepare an Engineer's Report (Attachment E) to determine the total assessable costs of infrastructure and allocate those costs among parcels within the CSA in proportion to the estimated benefits to be received. Assessable costs include the annual maintenance, operations and administrative expenses, as well as funding for capital and emergency reserves needed to repair and replace infrastructure. These costs cover existing services for surface water disposition, storm drain maintenance and open space maintenance, along with the proposed addition of street maintenance and annual operations and maintenance support.

On September 25, 2025, PWFP held an in-person community meeting to present the Engineer's Report and respond to questions from the property owners. Additionally, Supervisor Daniel's District 5 office mailed letters to all parcel/lot owners emphasizing the importance of the election and solicited a sample ballot to get feedback from the community as to their support of the assessment. Staff will be available to respond to community inquiries regarding the proposed assessment through the June 23, 2026 Proposition 218 election.

As set forth by Proposition 218, local agencies are required to follow these steps:

1. Adopt a Resolution of Intention: Adopt a resolution (Attachment F) to approve the Engineer's Report, declare intention to set the annual assessment, and to set a date to hold a Majority Project Hearing. The Engineer's Report prepared by Harris & Associates is enclosed as Attachment E and is posted on the County's website.
2. Send Notice of Public Hearing (Attachment G) and Ballot (Attachment H): Develop a Notice of Public Hearing on the establishment of the CSA No. 17 annual assessment, prepare a Ballot and send both documents to the owner of record for each parcel 45 days

in advance of Public Hearing.

3. Collect and Tabulate Ballots: The County Clerk of the Board is to collect all ballots received through the close of the Public Hearing that is being scheduled on Tuesday, June 23, 2026 at 1:30 p.m. The ballots will be tabulated, and the results will be presented to the County Board of Supervisors later in the County Board of Supervisors meeting that day.
4. County Board of Supervisors Decision: If a majority of the submitted ballots endorse the establishment of the CSA No. 17 annual assessments, the County Board of Supervisors may elect to impose the new assessment.

Upon approval, the new assessments will be collected through the Monterey County Office of the Auditor Controller along with annual property tax bills effective in FY 2026-27.

OTHER AGENCY INVOLVEMENT:

The Engineer's Report has been made available to all members of the public on the CSA 17 Rancho Tierra Grande webpage on the County of Monterey Department of Public Works, Facilities and Parks - Special Districts website and a community meeting was held on September 25, 2025, with County staff available to provide additional information and answer questions. County Counsel has reviewed and approved the report. Approved assessments must be delivered to the Auditor-Controller by August 3, 2026.

FINANCING

Funding to pay for CSA 17 services is limited to AB 8 revenue, interest on fund balance, and Homeowner's Tax Relief that currently provides approximately $18,000 annually. This amount is insufficient to maintain infrastructure within CSA No.17. The proposed assessments are needed to place annual revenue in line with annual costs to maintain CSA 17 infrastructure. Per the Engineer's Report, in the first year (tax year 2026-27), assessments are estimated to increase the CSA 17 revenue by $157,924 and by approximately $5,757,809 over the next 25 years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation advances the Board's Strategic Plan Goals by promoting an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency by maintaining regular communication with the community to build/maintain trust, provide responsive customer service, and ensure the community recognizes the need for and can support rate increases to improve the fiscal sustainability and by providing increased funding for the continued maintenance and completion of capital improvement projects for infrastructure upgrades and meeting public safety standards.

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

Prepared by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Resolution No. 23-60
Attachment B - Resolution No. 80-20
Attachment C - CSA 17 Boundary Map
Attachment D - LAFCO Resolution 09-17
Attachment E - Engineer's Report
Attachment F - Resolution of Intention
Attachment G - Notice of Public Hearing
Attachment H - Sample Ballot

Attachment A

3232

MONTEREY COUNTY
OFFICIAL RECORDS
RECORDED AT REQUEST OF
EMMET G. McMENAMIN
1963 JAN 24 [illegible] 23
REEL 138 PAGE 303

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA

- - - - - -

RESOLUTION NO. 63-20

Establishing County Service Area No. 17

A written request signed by two members of the Board of Supervisors having been filed with this Board requesting the institution of proceedings for the establishment of a County Service Area, and

A resolution of intention to form a County Service Area having been adopted, and

The said matter having been set for public hearing on January 21, 19 63, at the hour of 11:00 o'clock a.m., at the Chambers of the Board of Supervisors in the Courthouse, Salinas, California, and due and proper notice having been given of such hearing as required by law, and

The matter of the establishment of said County Service Area having come on for hearing at the time and place so fixed, and this Board having heard and considered the same and there being no protests thereto, either oral or written, now therefore:

BE IT RESOLVED:

1. That a County Service Area is hereby established.

2. That it is found and declared that the services described in the resolution of intention, and hereinafter set out in Exhibit "B", attached hereto and made a part hereof, are extended county services.

3. That it is declared, finally determined and established that the boundaries of said County Service Area are as set out in said resolution of intention and in Exhibit "A", attached hereto and made a part hereof.

4. That said County Service Area shall be known and designated as "County Service Area No. 17 ".

On motion of Supervisor Hudson, seconded by Supervisor Echeberria, the foregoing resolution is adopted this 21st day of January, 19 63, by the following vote:

AYES: Supervisors Deaver, Atteridge, Henry, Echeberria and Hudson

NOES: None.

ABSENT: None.

COUNTY OF MONTEREY } ss
STATE OF CALIFORNIA }

I, Emmet G. McMenamin, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of the original order of said Board of Supervisors duly made and entered in the minutes thereof on the 21st day of January, 1963, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 21st day of January, 1963.

EMMET G. McMENAMIN, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Monterey, State of California.

By Della D. Tolman
Deputy

Attachment B

RESOLUTION NO. 80-20

RESOLUTION OF THE MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION MAKING DETERMINATIONS AND APPROVING THE PROPOSED ANNEXATION OF MERCURIO SUBDIVISION 33± ACRES IN THE VICINITY OF RANCHO TIERRA GRANDE, CARMEL VALLEY TO COUNTY SERVICE AREA (CSA) #17

RESOLVED, by the Local Agency Formation Commission of the County of Monterey, State of California, that

WHEREAS, a petition for the proposed annexation of territory in the County of Monterey was heretofore filed and accepted for filing by the Executive Officer of this Local Agency Formation Commission pursuant to Title 6, Division 1, commencing with Section 56000 et seq. of the Government Code; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56262, set August 26, 1980 as the hearing date on this proposal and gave the required notice of hearing; and

WHEREAS, a public hearing by this Commission was held upon the date and at the time and place specified in said notice of hearing and in any order or orders continuing such hearing; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 54794, has reviewed this proposal and prepared a report including his recommendations thereon, and has presented a copy of said report to this Commission and to each person entitled to a copy; and

WHEREAS, at such hearing this Commission heard and received information from all interested parties, considered the proposal and the report of the Executive Officer, and considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, the factors specified in Government Code Section 54796; and

WHEREAS, Environmental Impact Report (EIR) #77-111 for Subdivision 668 was prepared by Monterey County for the Mercurio Subdivision; and

WHEREAS, this Commission has reviewed and considered the Environmental Impact Report,

NOW, THEREFORE, the Local Agency Formation Commission of the County of Monterey DOES HEREBY RESOLVE, DETEREMINE and ORDER as follows:

Section 1. This Commission so certifies it has reviewed and considered Environmental Impact Report (EIR) #77-111 prepared by Monterey County for the Mercurio Subdivision.

Section 2. Subject to the terms and conditions hereinafter specified, said proposal is approved.

Section 3. The boundaries of the territory proposed to be annexed, as set forth in the proposal or as amended by condition, are hereby approved as described in Exhibit "A", attached hereto and made a part hereof. Said territory is found to be uninhabited, and said territory is assigned the following distinctive short form designation Mercurio Subdivision Annex to County Service Area (CSA) #17.

Section 4. Any resolution ordering such annexation shall provide that such annexation shall be made subject to the following terms and conditions:

Section 6. The Executive Officer is hereby authorized and directed to mail certified copies of this resolution in the manner and as provided in Section 56272 of the Government Code. In addition, said Executive Officer shall also mail to said conducting district a copy of the petition or resolution accompanying said proposal.

UPON MOTION of Commissioner Albert, seconded by Commissioner Shipnuck, the foregoing resolution is adopted the 26 day of August, 1980 by the following vote:

AYES: Chairman Moore, Commissioners Bean, Albert, and Shipnuck
NOES: None
ABSENT: Commissioner Woods

ATTEST:

I certify that the within instrument is a true and complete copy of the original resolution of said Commission on file within this office.

Witness my hand this_____day of_____, 19_____.

RICHARD ANDREWS
Monterey County Administrative Officer
and Ex-Officio LAFCO Executive Officer

By:_____
MICHAEL D. JOHNSON, Deputy

EXHIBIT A

LAFCO APPROVED

Exhibit "A"
Legal Description of Mercurio Subdivision
for Proposed Annexation to County Service Area No. 17

CERTAIN real property situated in Lot 3 and Lot 4, James Meadows Tract, County of Monterey, State of California, particularly described as follows:

BEGINNING at a point distant N 23° 15' 05" E., 40.05 feet from the southwest corner of Lot 4, as said Lot 4 is shown on that certain map entitled, "Partition Map of James Meadows Tract," etc., filed in Volume 1 of Surveys at Page 67, Records of Monterey County, California; said point also being the southwesterly corner of the existing County Service Area No. 17; thence along the existing limits of said County Service Area

(1) N 23° 15' 05" E., 136.83 feet (127.37 per record); thence

(2) S 66° 44' 55" E., 60.00 feet; thence

(3) N 23° 15' 05" E., 743.00 feet; thence

(4) N 82° 54' 35" E., 512.42 feet; thence

(5) N 37° 30' E., 525.00 feet; thence

(6) N 7° 30' W., 383.00 feet; thence

(7) N 57° 30' E., 240.00 feet; thence

(8) N 40° 20' E., 265.00 feet; thence

(9) N 12° 40' W., 355.00 feet; thence

(10) N 4° 00' W., 560.00 feet; thence

(11) N 26° 30' E., 370.00 feet; thence

(12) N 15° 30' W., 327.23 feet to the most northerly corner of that 28.59 acre parcel shown and so designated in that certain Record of Survey Map filed 24 Febraury 1965 in Volume 7 of Surveys at Page 65, Records of Monterey County, California; thence leaving said existing limits of said County Service Area and running along the westerly boundary of said 28.59 acre parcel

(13) S 23° 15' 05" W., 937.44 feet; thence leaving said westerly boundary

(14) N 74° 55' W., 280.53 feet; thence

(15) S 23° 15' 05" W., 175.17 feet to a point on the northeasterly boundary of that certain 45.370 acre parcel shown and designated as Parcel 4 on that certain Parcel Map filed 6 June 1975 in Volume 8 of Parcel Maps at Page 139, Records of Monterey County; thence along said northeasterly boundary

(16) S 66° 29' 44" E. (shown as S 66° 26' E. on said parcel map) 175.00 feet to the most easterly corner of said Parcel 4; thence along the southeasterly boundary of said Parcel 4

EXHIBIT 1

LAFCO APPROVED

(17) S 23° 15' 05" W. (shown as S 23° 13' 44" W. on said parcel map), 2362.13 feet; thence

(18) N 59° 46' 39" W. (shown as N 59° 48' W., on said parcel map), 6.89 feet; thence

(19) S 23° 15' 05" W. (shown as S 23° 13' 44" W., 187.44 feet on said parcel map), 187.76 feet to a point on the northerly map; thence leaving last said boundary and running along said line

(20) S 64° 40' 10" E. (shown as S 64° 42' 42" E., 51.75 feet on said parcel map), 51.93 feet to the POINT OF BEGINNING

Containing an area of 32.585 acres of land, more or less

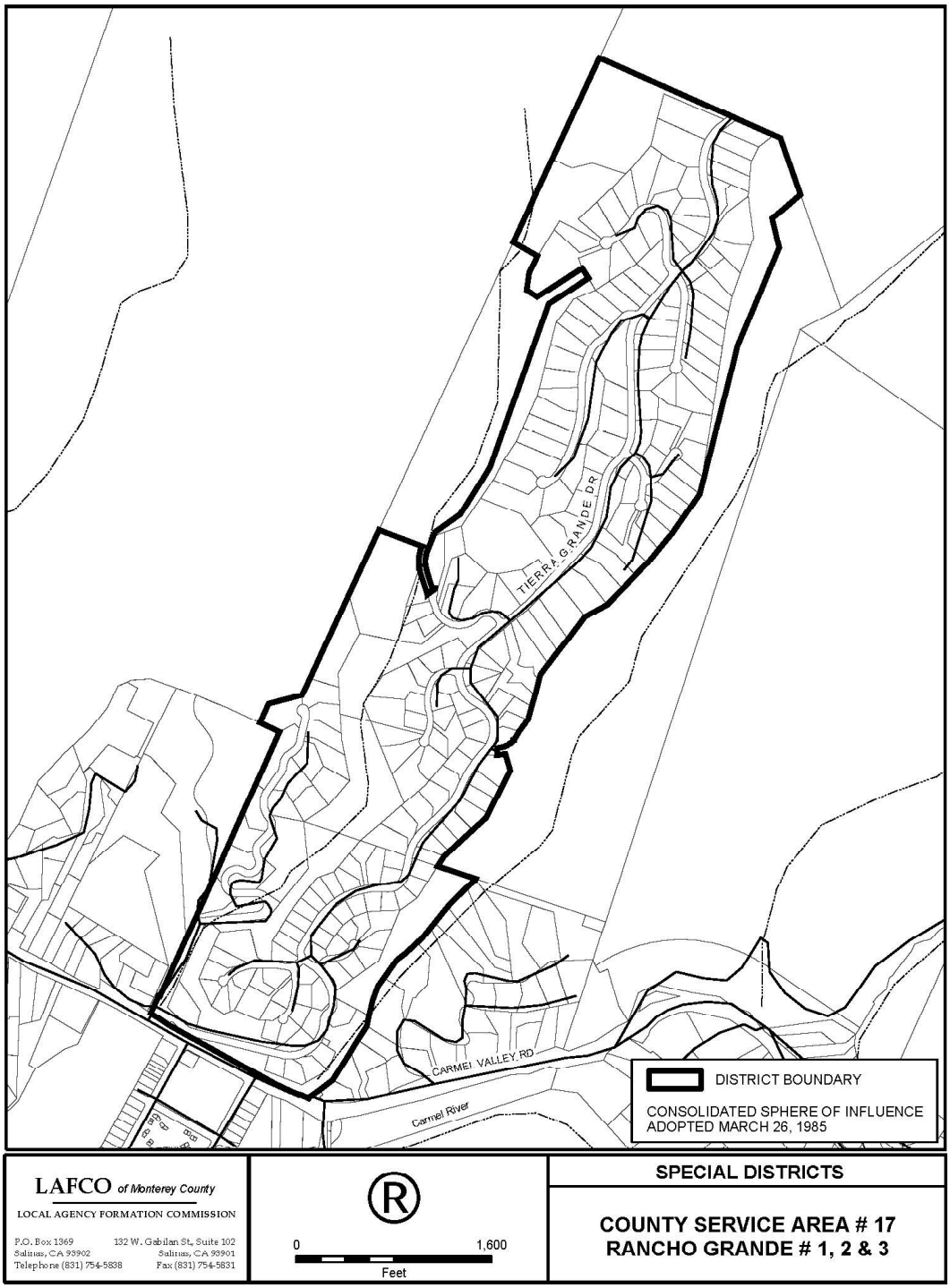
Revised 5 August 1980

W. O. 2975

Ramon M. Nierva
Registered Civil Engineer #21618
State of California

Attachment C

APPENDIX A:LAFCO CSA-17 BOUNDARY MAP



Attachment D

LAFCO Resolution No. 09-17

THE LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY

RESOLUTION NO. 09-17

DETERMINING THE AUTHORIZED POWERS OF COUNTY SERVICE AREAS

WHEREAS, Senate Bill 1458 was signed into law by Governor Arnold Schwarzenegger on July 21, 2008 and took effect on January 1, 2009; and

WHEREAS, Senate Bill 1458 assigns to LAFCO the responsibility of determining services and facilities within a County Service Area that were authorized, at formation by the Monterey County Board of Supervisors, as of January 1, 2009; and

WHEREAS, LAFCO staff has consulted with County Public Works and Health Department staff to ensure that the list of authorized services in Exhibit A matches the County's inventory; and

WHEREAS, "X" is an authorized service that is currently being provided by a County Service Area. "O" is an authorized service that is not currently being provided by a County Service Area. All unmarked services are considered to be "latent" and will require Commission approval if the County Board of Supervisors desires to activate the service within a specific County Service Area; and

NOW, THEREFORE, BE IT RESOLVED that the Local Agency Formation Commission of Monterey County adopts this resolution determining that Exhibit A in an inventory of the authorized services that may be provided in County Service Areas as of January 1, 2009.

UPON MOTION of Commissioner Perkins, seconded by Commissioner Calcagno, the foregoing resolution is adopted this 7th day of December 2009 by the following vote:

AYES:	Commissioners: Perkins, Calcagno, Champion, DiMaggio, Donohue, Rubio, and Salinas
NOES:	None
ABSENT:	None
ABSTAIN:	None

Simón Salinas, Chair
Local Agency Formation Commission of Monterey County

ATTEST: I certify that this resolution is a true and complete record of said Commission's actions.

Witness my hand this 7th day of December 2009

By: Kate McKenna
Kate McKenna, AICP, Executive Officer

INVENTORY OF AUTHORIZED SERVICES

	COUNTY SERVICE AREA NUMBER																	
	1	9	15	17	19	20	23	24	25	26	30	31	32	33	34	35	37	38
	CARMEL POINT RESOLUTION #59-37/65-525	OAK PARK/ADJACENT ANNEXATIONS RESOLUTION #61-55	SIERRA VILLAGE / TORO PARK & ADJACENT ANNEXED AREAS RESOLUTION #62-96	RANCHO TIERRA GRANDE SUBS 1,2 & 3 / MERCURIO SUBDIVISION RESOLUTION #63-20	CARMEL MEADOWS 6 & 7 RESOLUTION #63-83	ROYAL ESTATES 1, 2, 3 & 4 RESOLUTION #63-102	CARMEL RANCHO 1, 2 & 3 SUBDIVISIONS & ANNEXES RESOLUTION #63-147	PEDRAZZI SUBDIVISION / INDIAN Springs / VISTA DEL RIO & PINE CANYON RESOLUTION #63-156	CARMEL VALLEY GOLF & COUNTRY CLUB RESOLUTION #63-157	NEW MOSS LANDING HEIGHTS RESOLUTION #64-1	RANCHO MAR MONTE 1, 2 & 3 RESOLUTION #64-18	AROMAS HILLS SUBDIVISION RESOLUTION #64-19	GREEN VALLEY ACRES & MOON SUBDIVISION RESOLUTION #64-132	COAST RIDGE SUBDIVISION & CARMEL SUR RESOLUTION #64-219	RANCHO RIO VISTA / CARMEL KNOLLS 1, 2, 3, 4 RESOLUTION #64-409	PARADISE PARK & RANCHO BORROMEO RESOLUTION #65-260	COLONIAL OAK ESTATES RESOLUTION #65-312	PARADISE LAKE ESTATES RESOLUTION #65-364
EXTENTED POLICE PROTECTION	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
STRUCTURAL FIRE PROTECTION	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
PARKS & RECREATION	O	O	X	X	O	O	O	O	O	O	O	O	O	O	O	O	O	O
EXTENDED LIBRARY FACILITIES & SERVICE	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
MISCELLANEOUS EXTENDED SERVICES																		
STREET LIGHTING	X	X	X	O	O	X	X	O	X	X	O	O	X	O	O	X	O	O
STREET SWEEPING	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
STREET & SIDEWALK MAINTENANCE	O	O	X	O	O	O	X	O	X	O	O	O	O	O	O	O	O	O
STORM DRAIN MAINTENANCE	O	X	X	X	X	X	X	X	X	O	X	X	X	X	X	X	X	X
SURFACE WATER DISPOSITION	O	X	X	X	X	X	X	X	X	O	X	X	X	X	X	X	X	X
SEWAGE COLLECTION & DISPOSAL	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
GARBAGE COLLECTION & DISPOSAL	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
WATER SUPPLY & DISTRIBUTION	O			O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
AMBULANCE SERVICE																		
SEWAGE STUDY																		
LEVEE MAINTENANCE AND REPAIR																		
GEOLOGICAL HAZARD ABATEMENT																		
TRANSPORTATION SERVICES																		
MUNICIPAL ADVSIORY COUNCIL SERVICES																		
ANIMAL CONTROL																		
SOIL CONSERVATION & DRAINAGE CONTROL																		
AREA PLANNING (PLANNING COMMISSION)																		
PEST OR RODENT CONTROL																		
TELEVISION TRANSLATOR FACILITIES																		

X = Services authorized at formation which are active
O = Services authorized at formation which are inactive
□ (Blank) = Latent Power that will require LAFCO approval prior to activation

NOTE: CORRECTIONS TO POWERS OF CSA 67 & 72 ARE SHADED IN GREY

EXHIBIT 'A'
INVENTORY OF AUTHORIZED SERVICES
December 7, 2009

INVENTORY OF AUTHORIZED SERVICES

	COUNTY SERVICE AREA NUMBER																		
	41	44	45	47	50					51	52	53	54	55	56	57	58	62
	GABILAN ACRES / BORONDA RESOLUTION #65-358	CORRAL & TIERRA OAKS 1, 2 & 3 RESOLUTION #65-465	OAK HILLS SUBDIVISION RESOLUTION #68-478	CARMEL VIEWS 1, 2, 3 & 4 & MAR VISTA RESOLUTION # 66-503	LOWER CARMEL RIVER ZONE 1 RESOLUTION #67-364	LOWER CARMEL RIVER ZONE 2 RESOLUTION #67-364	LOWER CARMEL RIVER ZONE 3 RESOLUTION #67-364	LOWER CARMEL RIVER ZONE 4 RESOLUTION #67-364	LOWER CARMEL RIVER ZONE 5 RESOLUTION #67-364	HIGH MEADOW NO. 1 & 2 RESOLUTION #67-388	CARMEL VALLEY VILLAGE RESOLUTION #67-407	ARROYO SECO, LOS COCHES GUIDOTTI ANNEX RESOLUTION #68-447	MANZANITA SUBDIVISION & SARI SUBDIVISION RESOLUTION #69-188	ROBLES DEL RIO CARMELO SUBDIVISION RESOLUTION #69-286	DEL MESA CARMEL RESOLUTION #70-277	LOS TULARES SUBDIVISION RESOLUTION #70-278	VISTA DORADO SUBDIVISION RESOLUTION #70-279	RANCHO DEL MONTE NO. 14 RESOLUTION #72-498
EXTENTED POLICE PROTECTION	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
STRUCTURAL FIRE PROTECTION	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
PARKS & RECREATION	O	O	X	O	O	O	O	O	O	O	O		O	O	O	O	O	O
EXTENDED LIBRARY FACILITIES & SERVICE	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
MISCELLANEOUS EXTENDED SERVICES																		
STREET LIGHTING	X	X	X	X	O	O	O	O	O	X	O		O	O	O	O	X	O
STREET SWEEPING	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
STREET & SIDEWALK MAINTENANCE	O	O	O	O	O	O	O	O	O	O	O		O	O	X	O	O	O
STORM DRAIN MAINTENANCE	O	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X
SURFACE WATER DISPOSITION	O	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SEWAGE COLLECTION & DISPOSAL	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
GARBAGE COLLECTION & DISPOSAL	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
WATER SUPPLY & DISTRIBUTION	O	O	O	O	O	O	O	O	O	O	O		O	O	O	O	O	O
AMBULANCE SERVICE																		
SEWAGE STUDY																		
LEVEE MAINTENANCE AND REPAIR					X	X	X	X	X									
GEOLOGICAL HAZARD ABATEMENT																		
TRANSPORTATION SERVICES																		
MUNICIPAL ADVSIORY COUNCIL SERVICES																		
ANIMAL CONTROL																		
SOIL CONSERVATION & DRAINAGE CONTROL																		
AREA PLANNING (PLANNING COMMISSION)																		
PEST OR RODENT CONTROL																		
TELEVISION TRANSLATOR FACILITIES																		

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EXHIBIT 'A'
INVENTORY OF AUTHORIZED SERVICES
December 7, 2009

INVENTORY OF AUTHORIZED SERVICES

	COUNTY SERVICE AREA NUMBER																			
	66		67	68	69	72	74	75	100											
	Zone 1 – LAS LOMAS	ZONE 2 – OAK TREE VIEWS	CORRAL DE TIERRA OAKS RESOLUTION #77-632	VIERRA CANYON & KNOLLS TRACT #11 RESOLUTION #78-198	RALPH LANE AREA & MONTERRA RANCH RESOLUTION #82-247	LAS PALMAS RESOLUTION #84-484	COUNTYWIDE PARAMEDIC EMERGENCY MEDICAL SERVICES – MONTEREY COUNTY CODE SECTIONS 15.29 AND 16.40	CHUALAR RESOLUTION #83-392	CONSOLIDATED SEWER SERVICE RESOLUTION #96-483											
EXTENTED POLICE PROTECTION	O	O	O	O		O														
STRUCTURAL FIRE PROTECTION	O	O	O	O																
PARKS & RECREATION	O	X	O	O		O														
EXTENDED LIBRARY FACILITIES & SERVICE	O	O	O	O		O														
MISCELLANEOUS EXTENDED SERVICES																				
STREET LIGHTING	O	X	X	O		O		X												
STREET SWEEPING	O	O	O	O		O														
STREET & SIDEWALK MAINTENANCE	O	X	X	O																
STORM DRAIN MAINTENANCE	O	X	X	X		X		X												
SURFACE WATER DISPOSITION	O	X	X	X		X		X												
SEWAGE COLLECTION & DISPOSAL	O	O	O	O		X		X	O											
GARBAGE COLLECTION & DISPOSAL	O	O	O	O		O														
WATER SUPPLY & DISTRIBUTION	O	O	O	O	O	O		O												
AMBULANCE SERVICE						O	X													
SEWAGE STUDY	O	O	O																	
LEVEE MAINTENANCE AND REPAIR																				
GEOLOGICAL HAZARD ABATEMENT						O														
TRANSPORTATION SERVICES						O														
MUNICIPAL ADVSIORY COUNCIL SERVICES						O														
ANIMAL CONTROL						O														
SOIL CONSERVATION & DRAINAGE CONTROL						X														
AREA PLANNING (PLANNING COMMISSION)						O														
PEST OR RODENT CONTROL						O														
TELEVISION TRANSLATOR FACILITIES						O														

X = Services authorized at formation which are active
O = Services authorized at formation which are inactive
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NOTE: CORRECTIONS TO POWERS OF CSA 67 & 72 ARE SHADED IN GREY

EXHIBIT 'A'
INVENTORY OF AUTHORIZED SERVICES
December 7, 2009

Governmental Services & Facilities Authorized Within A County Service Area

Governmental Services & Facilities Authorized Within A County Service Area

Government Code Section 25213 provides that a County Service Area may provide any governmental services and facilities within the County Service Area that the County is authorized to perform that the County does not perform to the same extent on a countywide basis, including but not limited to, services and facilities for any of the following:

a) Law enforcement and police protection.
b) Fire protection, fire suppression, vegetation management, search and rescue, hazardous material emergency response, and ambulances.
c) Recreation, including, but not limited to, parks, parkways, and open space.
d) Libraries.
e) Television translator stations and low-power television services.
f) Supplying water for any beneficial uses.
g) The collection, treatment, or disposal of sewage, wastewater, recycled water, and stormwater.
h) The surveillance, prevention, abatement, and control of pests, vectors, and vector borne diseases.
i) The acquisition, construction, improvement, and maintenance, including, but not limited to, street sweeping and snow removal, of public streets, roads, bridges, highways, rights-of-way, easements, and any incidental works.
j) The acquisition, construction, improvement, maintenance, and operation of street lighting and landscaping on public property, rights-of-way, and easements.
k) The collection, transfer, handling, and disposal of solid waste, including, but not limited to, source reduction, recycling, and composting.
l) Funding for land use planning within the county service area by a planning agency established pursuant to Article 1 (commencing with Section 65100) of Chapter 3 of Title 7, including, but not limited to, an area planning commission.
m) Soil conservation.
n) Animal control.
o) Funding for the services of a municipal advisory council established pursuant to Section 31010.
p) Transportation.
q) Geologic hazard abatement on public or private property or structures where the board of supervisors determines that it is in the public interest to abate geologic hazards.
r) Cemeteries.
s) The conversion of existing overhead electrical and communications facilities, with the consent of the public agency or public utility that owns the facilities, to underground locations pursuant to Chapter 28 (commencing with Section 5896.1) of Part 3 of Division 7 of the Streets and Highways Code.
t) Emergency medical services.
u) Airports.
v) Flood control and drainage.
w) The acquisition, construction, improvement, maintenance, and operation of community facilities, including, but not limited to, cultural facilities, child care centers, community centers, libraries, museums, and theaters.
x) Open-space and habitat conservation, including, but not limited to, the acquisition, preservation, maintenance, and operation of land to protect unique, sensitive, threatened, or endangered species, or historical or culturally significant properties. Any setback or buffer requirements to protect open-space or habitat lands shall be owned by a public agency and

maintained by the county service area so as not to infringe on the customary husbandry practices of any neighboring commercially productive agricultural, timber, or livestock operations.

y) The abatement of graffiti.

z) The abatement of weeds and rubbish.

Attachment E

Harris & Associates

ENGINEER'S REPORT

COUNTY OF MONTEREY

COUNTY SERVICE AREA NO. 17

RANCHO TIERRA GRANDE

Fiscal Year 2026/27

April 2026

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CERTIFICATIONS

ENGINEER'S REPORT

County of Monterey

County Service Area No. 17

Rancho Tierra Grande

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by County Board of Supervisors pursuant to the provisions of Section 4 of Article XIII D of the California Constitution, and provisions of the County Service Area Law, Section 25210 et seq. of the California Government Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: APRIL 6, 2026



BY: Alison M. Bouley, P.E.
R.C.E. No. 61383

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2026.

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

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the Board of Supervisors of County of Monterey, California, on the _____ day of _____, 2026.

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

By _____

ENGINEER'S REPORT

FISCAL YEAR 2026/27

ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE
COUNTY SERVICE AREA LAW (GOVERNMENT CODE SECTION 25210 TO 25217.4)
ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)

Pursuant provisions of the County Service Area Law, Section 25210 et seq. of the California Government Code, Article XIII D of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act (collectively the "Assessment Law"), and in accordance with the Resolution of Formation, adopted by the County Board of Supervisors of the County of Monterey, State of California, in connection with the proceedings for:

COUNTY OF MONTEREY

COUNTY SERVICE AREA NO. 17

RANCHO TIERRA GRANDE

Hereinafter referred to as the "CSA" or "CSA-17", I, Alison M. Bouley, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

INTRODUCTION

The Report introduction describes the CSA in terms of location as well as the land use makeup of the CSA, presents CSA-17 historical information and provides the current status and structure of the CSA, and discusses the overall purpose of the Report,

PART A

PLANS AND SPECIFICATIONS

Plans and specifications for the Infrastructure is as set forth on the lists thereof, attached hereto, and are on file in the County of Monterey Department of Public Works, Facilities and Parks and are incorporated herein by reference.

PART B

ESTIMATE OF COST

An estimate of the costs of the proposed Infrastructure, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the County of Monterey Department of Public Works, Facilities and Parks and incorporated herein by reference.

PART C

METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the Infrastructure to be assessed upon the several lots and parcels of land within the CSA, in proportion to the estimated benefits to be received by such lots and parcels.

PART D

ASSESSMENT DIAGRAM

The Diagram of the CSA Boundaries showing the exterior boundaries of the CSA and the lines and dimensions of each lot or parcel of land within the CSA. The lines and dimensions of each lot or parcel are those lines and dimensions shown on the maps of the Assessor of the County of Monterey for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E

ASSESSMENT ROLL

An assessment of the estimated cost of the Infrastructure on each benefited lot or parcel of land within the CSA.

INTRODUCTION

Description of County Service Area

County of Monterey Service Area No. 17 ("CSA-17") is located in Mid-Valley, north of the intersection of Tierra Grande and Carmel Valley Road and it consists of 224 single family residences in the Rancho Tierra Grande and Mercurio subdivisions. The original LAFCO CSA-17 Boundary Map is shown in Appendix A of this report. On August 26, 1980 the Mercurio subdivision was annexed into CSA-17 which expanded the CSA to its current boundary.

CSA-17 Background and Authorized Services

The law regarding CSAs is contained in the California Government Code beginning with Section 25210.1. The governing body is the County Board of Supervisors, and the Department of Public Works, Facilities and Parks serves as the administrator for the CSAs. CSAs can provide a variety of services, but in Monterey County, the services provided are limited to drainage, lighting, open space maintenance, flood control, levee maintenance, sewage collection and road maintenance services.

County Service Area No. 17 was formed on January 21, 1963, which authorized certain services and empowered the CSA to levy direct benefit assessments as a means for additional funding. Funding to pay for CSA-17 services has been limited to AB 8 revenue, investment income and Homeowner's Tax Relief, which provides approximately $15,000 annually. The following table provides the current funding status of CSA-17 authorized services:

CURRENT FUNDING STATUS OF CSA-17 AUTHORIZED SERVICES

CSA-17 Authorized Service	Current Funding Status
Surface Water Disposal	Allocated portion of annual AB 8 revenue is insufficient
Storm Drainage Maintenance	Allocated portion of annual AB 8 revenue is insufficient
Street Lighting	Service is enabled but no assessment is required nor assessed.
Parks and Recreation	Service is enabled but no assessment is required nor assessed.
Fire Prevention Services	Allocated portion of annual AB 8 revenue is earmarked for brush clearance.
Street Maintenance	Allocated portion of annual AB 8 revenue is insufficient.
Sewage Collection & Disposal	Service is enabled but no assessment is required nor assessed.
Water Supply & Distribution	Service is enabled but no assessment is required nor assessed.

Purpose of Report

The purpose of this Report is to determine the direct benefit assessments rates for CSA-17 that are needed to place annual revenue in line with annual costs associated with CSA-17 Infrastructure. First by estimating the annual maintenance, operations, and administrative costs and the annual capital and emergency reserves to pay for the cost of repairing or replacing infrastructure. Then, by developing a method of allocating such costs to the owners of property based on the amount of special benefit their property receives from such Infrastructure and related services.

Revenue to pay for the services provided comes primarily from AB 8 property tax revenue representing the CSA's small share of the 1% property tax on assessed value. The CSA also receives a small amount of revenue from investment income on funds held and Homeowner's Tax Relief. Average revenue for the CSA for the past 5 years is approximately $15,000 per year while expenditures during the same period have averaged approximately $35,000 per year with the fund balance declining from over $121,000 at the start of Fiscal Year 2015/16 to just under $14,000 at the start of Fiscal Year 2024/25. CSA-17s AB8 revenue has been earmarked for brush clearance for fire prevention services.

PART A - PLANS AND SPECIFICATIONS

Description of County Service Area

County Service Area No. 17 was formed on January 21, 1963 to include the Rancho Tierra Grande subdivision and the Mercurio subdivision was annexed into CSA-17 on August 26, 1980. The area includes 224 single family residential lots. The original LAFCO CSA-17 Boundary Map is shown in Appendix A of this report.

Assessments are proposed to pay for the annual costs of maintaining and servicing existing CSA infrastructure including storm drain system facilities ("Storm Drain System Infrastructure"), and streets ("Roadway Infrastructure") (collectively, the "Infrastructure").

The plans and specifications for the Infrastructure showing the general nature, location, and the extent of the Infrastructure, are on file with the County and are by reference herein made a part of this Report.

DESCRIPTION OF INFRASTRUCTURE TO BE MAINTAINED AND SERVICED

The Infrastructure that has been constructed and the additional Infrastructure that may be subsequently constructed, operated, services, and maintained for the benefit of CSA-17, are grouped for discussion in this Report as listed and described below:

- Storm Drain System Infrastructure
- Roadway Infrastructure

Storm Drain System Infrastructure

For the purposes of this Report, Storm Drain System Infrastructure includes curb and gutter, catch basins, drain inlets, curb holes, headwalls, manholes, drain pipes, drainage channels, culverts and appurtenant improvements that allow for the collection and disposition of surface water from the public streets, and other non-permeable surfaces maintained by the CSA to contain storm water run-off and allow percolation into the ground water basin. Furthermore, the storm drain system provides for surface and/or subsurface water removal to promote and maintain desirable soil conditions, soil stability, and/or slope stability for the subdivided lots within the CSA.

This Report concerns the replacement, repair, and maintenance of existing Storm Drain System Infrastructure. Analysis as to the efficacy of existing Storm Drain System Infrastructure would be beneficial and it might be considered a necessity, however such analysis is outside of the scope of this Report.

The proposed services involving the maintenance and operation of surface and subsurface drainage systems include, but are not limited to:

- Review and assessment of the condition of the storm drain facilities.
- Planning and prioritizing repair or replacement of facilities based on the storm drain system assessment.
- Regular maintenance and cleaning of storm drain facilities including removal of debris and silt.
- Repair or replacement of landscaping in drainage facilities areas.

- Replacement of piping and gravel media as needed.
- Storm damage repair of curb and gutter, catch basins, drain inlets, curb holes, headwalls, manholes, drain pipes, drainage channels, culverts and appurtenant improvements.
- Planned capital replacement of storm drain improvements that are reaching the end of the useful life cycle.

Appendix C of this report provides a list of the Storm Drain System Improvements, a map showing the location of the Improvements except for street gutters, and a map showing the location of the street gutters.

The following table lists the Storm Drain System Infrastructure within the CSA.

CSA-17 STORM DRAIN SYSTEM INFRASTRUCTURE

Item No.	Primary and Appurtenant Facilities	Unit Type	Quantity	Approximate Location
1	Type II Catch Basin	EA	1	North Side of Tierra Grande Drive approximately 20' east of Heaven's Way.
1a	Type II Catch Basin	EA	1	End of cul-de-sac on Telarana Way
2	Type II Catch Basin	EA	1	Northwest corner of Tierra Grande Drive and Via Marquita.
3	Type II Catch Basin	EA	1	Westside of Via Marquita approximately 340' from road entrance at Tierra Grande Drive.
	18" CP Drain Pipe	EA	40	One pipe connecting items 3 and 4
4	Type II Catch Basin	EA	1	Eastside of Via Marquita approximately 340' from road entrance at Tierra Grande Drive
5	Type II Catch Basin	EA	1	End of cul-de-sac on Via Ciminella
6	Type II Catch Basin	EA	1	End of cul-de-sac on Via Marquita
7	Headwall	EA	1	Westside of Tierra Grande Drive approximately 300' south of Via Paloma.
8	Concrete Spillway	EA	1	Westside of Tierra Grande at Via Paloma.
9	Type II Catch Basin	EA	1	Eastside of Tierra Grande at Via Paloma.
10	Concrete "V" Ditch (1,400')	EA	1,400	West Side of Tierra Grande Drive beginning at Item 7 and ending at item 20
11	Type II Catch Basin	EA	1	West Side of Via Paloma approximately 125' from end of cul-de-sac.
	18" CP Drain Pipe	LF	40	One pipe connecting items 11 and 12
12	Type II Catch Basin	EA	1	East side of Via Paloma approximately 125' from end of cul-de-sac.
13	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 500' south of Via Paloma
	18" CP Drain Pipe	LF	40	One pipe connecting items 13 and 14
14	Concrete Spillway	EA	1	East Side of Tierra Grande Drive approximately 500' South of Via Paloma
15	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 1,000' south of Via Paloma.
	18" CP Drain Pipe	LF	40	One pipe connecting items 15 and 16
16	Concrete Spillway	EA	1	East Side of Tierra Grande drive approximately 1,000' south of Via Paloma.
16a	Type II Catch Basin	EA	1	Tierra Grande Dr, north of Via Cazador
16b	Type II Catch Basin	EA	1	Tierra Grande Dr, north of Via Cazador
17	Type II Catch Basin	EA	1	South Side of Via Cazador approximately 185' from end of cul-de-sac
	18" CP Drain Pipe	LF	40	One pipe connecting items 17 & 18
18	Type II Catch Basin	EA	1	North side of Via Cazador approximately 185' from end of cul-de-sac.
20	36" RCP Drain Pipe	LF	140	One pipe, 140' connecting items 19 and 20
21	Concrete Spillway	EA	1	North side of Via Crotalo approximately
	18" CP Drain Pipe	LF	40	One pipe connecting items 21 and 23
22	Type II Catch Basin	EA	1	West Side of Tierra Grande Drive approximately 25' North of Via Crotalo.
23	Concrete Spillway	EA	1	South Side pf Via Crotalo approximately 90' road entrance at Tierra Grande Drive
24	Concrete Spillway	EA	1	East side Mercurio Road approximately 530' from end of cul-de-sac
25	Type II Catch Basin	EA	1	End of cul-de-sac on Via Crotalo
26	Type II Catch Basin	EA	1	West Side of Tierra Grande Drive approximately 45' north of Venado Drive
26a	Type II Catch Basin	EA	1	Tierra Grande Dr, south of Venado Dr
	15" RCP drain pipe	LF	30	Connect 26a to 26b
26b	Type II Catch Basin	EA	1	Tierra Grande Dr, south of Venado Dr
	15" RCP drain pipe	LF	115	Connecting 26 to 26b
27	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 225' south of Venado Drive
28	Asphalt Spillway	EA	1	West side of Mercurio Road approximately 1,710' from end of cul-de-sac
29	Concrete Spillway	EA	1	West side of Mercurio Road approximately 1,430' from end of cul-de-sac
	18" CP Drain Pipe	LF	40	One pipe connecting items 29 and 30
30	Concrete Spillway	EA	1	East side of Mercurio Road approximately 1,430' from end of cul-de-sac
	18" CMP Drain Pipe	LF	40	

CSA-17 STORM DRAIN SYSTEM INFRASTRUCTURE (CONTINUTED)

Item No.	Primary and Appurtenant Facilities	Unit Type	Quantity	Approximate Location
31	Type II Catch Basin	EA	1	East Side of Tierra Grande Drive approximately 515' south of Venado Drive
32	Headwall	EA	1	North Side of Mercurio Road approximately 515' south of Venado Drive
33	Concrete "V" Ditch (400')	LF	400	West Side of Tierra Grande Drive beginning at item 32 and ending at item 34
35	Concrete Spillway	EA	1	Mercurio Road approximately 775' from Heaven's Way
	18" CMP Drain Pipe	LF	50	
36	Headwall	EA	1	North Side of Mercurio Road Approximately 450' east of Heaven's Way
	36" RCP Drain Pipe	EA	80	One pipe, 80' connecting items 36 and 37
37	Concrete Intake Structure	EA	1	Approximately 35' east of Mercurio Road at first U-shaped curve
	8" RCP Drain Pipe	LF	10	
38	Headwall	EA	1	South Side of Mercurio Road approximately 55' east of Heaven's Way
	48" RCP Drain Pipe	LF	80	Two pipes, 40' each connecting items 32 and 38
39	Concrete Spillway	EA	1	South side of Mercurio Road approximately 60' east of Heaven's Way
40	Concrete "V" Ditch (750')	LF	750	East side of Heaven's Way between Tierra Grande Drive and Mercurio Road
41	Concrete Ditch Bridge (20x18)	EA	1	East side of Heaven's Way between Tierra Grande and Mercurio Road
42	Type II Catch Basin	LF	1	End of Cul-de-sac on Rancho Alto Drive
43	Type II Catch Basin	EA	1	North side of carol Place approximately 120' east of Tierra Grande Drive
44	Type II Catch Basin	EA	1	End of Cul-de-sac on Carol Place
45	Headwall	EA	1	East side of Heaven's Way approximately 200' North of Tierra Grande Drive
46	Type II Catch Basin	EA	1	North Side of Tierra Grande approximately 20' East of Heaven's Way
47	Type II Catch Basin	EA	1	End of cul-de-sac on Elinore Place
48	Type II Catch Basin	EA	1	East side of Tierra Grande Drive approximately 1525' east of Heaven's Way
49	Concrete Spillway	EA	1	North Side of Tierra Grande approximately 20' East of Heaven's Way
50	Concrete Spillway	EA	1	North Side of Tierra Grande approximately 165' East of Heaven's Way
51	Type II Catch Basin	LF	1	Northwest corner of Mercurio Road and Carmel Valley Road
52	Concrete Spillway	EA	1	South Side of Tierra Grande Drive approximately 20' east of Heaven's Way
	Manhole	EA	1	South Side of Tierra Grande Drive approximately 20' east of Heaven's Way
	18" RCP Drain Pipe	LF	110	Connecting 50 to 52
	18" RCP Drain Pipe	LF	25	Connecting 49 to 38" x 57 " CMP
	18" CMP Drain Pipe	LF	15	Connecting 46 to 38" x 57" CMP
	18" RCP Drain Pipe	LF	45	Connecting Manhole to 51
	38" x 57 " CMP	LF	170	Connecting 45 to Manhole

Roadway Infrastructure

For the purposes of this Report, Roadway Infrastructure and appurtenant facilities include, but are not limited to public pavement, street trees fences, and guard rails located within the CSA.

Pavement should be maintained by following a program of scheduled maintenance activities for each street. Maintenance activities may include the application of crack seals, slurry seals and cape seals, digouts, overlays, and reconstruction, needed to maintain the pavement. Appendix D of this Report provides the CSA-17 Street Maintenance Plan including the associated estimated costs.

The CSA includes over four (4) miles of roadways as shown in the following table:

CSA-17 STREETS

Roadway Name	Length in Miles
Carol Place	0.07
Elinore Place	0.09
Loma Robles Drive	0.07
Mercurio Road	0.69
Rancho Alto Drive	0.14
Telarana Way	0.21
Tierra Grande Drive	2.09
Via Cazador	0.15
Via Cicindela	0.15
Via Crotalo	0.14
Via Mariquita	0.33
Via Paloma	0.10
Total Length in Miles	**4.23**

Other Improvements

The CSA provides maintenance and servicing for Other Improvements including tree removal and trimming, pre-wet weather culvert cleaning and repair and maintenance of the 4' chain link fence along the north side of Tierra Grande Drive.

The plans and specifications for all of the Improvements, showing the general nature, location, and the extent of the improvements, are on file in the County of Monterey Department of Public Works, Facilities and Parks and are incorporated herein by reference.

PART B - ESTIMATE OF COST

This section of the Report outlines the types of cost included in the CSA-17 budget, provides a summary of CSA-17 budget items by type, defines the specific CSA-17 budget items and provides cost tables for Fiscal Year 2026/27 for CSA-17.

Budget Item Definitions

A description of each of the main budget items listed in the budget tables is provided below.

Storm Drain System Cleaning and Maintenance represents annual cost of inspecting, cleaning, and maintaining the storm drain system.

Storm Drain System Capital Reserve represents the annual collection of funds for the planned capital replacement of Storm Drain System Infrastructure as they are reaching the end of their useful life cycle for each type of improvement, including items such as gutters, catch basins, drain inlets, headwalls, transition blocks, manholes, curb holes, and Corrugated Polyethylene Pipe (CP), Corrugated Metal Pipe (CMP) and Reinforced Concrete Pipe (RCP) drain pipes of assorted sizes.

Street Improvements represents the annual maintenance and capital reserve costs associated with the CSA-17 Street Maintenance Plan and the guard rails adjacent to Rancho Tierra Grande.

The per-unit rates outlined in the CSA-17 Street Maintenance Plan (see Appendix D) represent all costs associated with the maintenance of streets, including contracting, project management, budget development, travel, and materials costs.

Other Improvements represents the annual maintenance costs associated with the CSA-17 tree removal and trimming in the public right of way, the chain link fence along Tierra Grande and culvert cleaning.

Emergency Reserves represents costs associated with the review and assessment of the condition of facilities and the repair and replacement of facilities that is required due to causes other than normal wear and tear. The annual collection amount for emergency purposes is equal to 10% of other budgeted costs not including CSA Administration.

CSA Administration represents costs associated with administering the annual assessment levy including county materials, transportation, staff costs, consultant costs and other administrative expenses. Tasks required for establishing the CSA-17 assessments include preparing the initial engineer's report, project management, development of scopes and budgets, responding to public inquires. Tasks required associated with the annual assessment levy administration include developing and implementing an ongoing maintenance plan, project management, development of the annual budgets, calculating the annual assessments to be levied on parcels within CSA-17, and submitting the levies to the County Auditor-Controller for inclusion on annual property tax bills.

CSA-17 Budget Tables

A budget table for CSA-17 is provided on the following page.

CSA-17 INFRASTRUCTURE

FY 2026/27 ESTIMATE OF COST

STREET INFRASTRUCTURE

Item	Unit	Quantity	Cost/Unit [1]	Cycle (yrs)	Annual Cost
Street Improvements [2]					
Street Treatment	See Appendix C				$52,051.00
Guardrails	EA	3	$3,624.71	20	$543.71
Street Improvements Total					**$52,594.71**
Other Improvements					
Tree Removal and Trimming	EA	1	$1,208.24	1/4 yr	$4,832.95
Culvert Cleaning	EA	1	$815.56	1/2 yr	$1,631.12
4' Chain Link Fence Replacement	LF	800	$48.33	50	$773.27
Other Improvements Total					**$7,237.34**
Total Maintenance, Replacement and Repairs					**$59,832.05**
Emergency Reserve [3]					**$5,983.21**
CSA 17 Roadway Infrastructure Cost					**$65,815.26**
Less: Estimated CSA 17 AB 8 Revenue [4]					**$0.00**
CSA 17 Roadway Infrastructure Cost					**$65,815.26**
CSA 17 Roadway Infrastructure EDU's					
CSA 17 Parcels					**224.0440**
Parcels located outside of CSA 17					**3.3344**
CSA Roadway Infrastructure Total EDU's					**227.3784**
CSA 17 Roadway Infrastructure Assessment Per EDU					**$289.45**
Benefit to Outside Parcels [5]					**$965.15**
CSA 17 Roadway Infrastructure Total Cost to Levy					**$64,850.11**

[1] Cost/Unit figures are escalated by 20.8% which is equal to the percentage change in the "San Francisco Construction Cost Index" (SF-CCI) from March 2020 to January 2025 as published by the Engineering News Record.

[2] Street improvement annual costs based on pavement condition analyses a needs prioritization presented in Appendix C

[3] The emergency reserve amount equals 10% of other costs except for administration costs.

[4] CSA 17 Annual AB8 Revenue has been earmarked to fund fire prevention services such as brush clearance within the CSA boundaries.

[5] APN's listed in the table on Page 24 are located outside the CSA Boundary but benefit from the CSA 17 Infrastructure. To ensure that CSA 17 parcels are not assessed for the benefit conferred upon these parcels, EDU's are assigned to these parcels and included in the total EDUs for CSA 17 that is used to calculate the assessment rate. The assessment attributable to the parcel shall be paid from another source of funds, most likely the County General Fund.

CSA-17 INFRASTRUCTURE

FY 2026/27 ESTIMATE OF COST

STORM DRAINAGE INFRASTRUCTURE

Item	Unit	Quantity	Cost/Unit [2]	Cycle (yrs)	Annual Cost
Storm Drain System [1,2,3]					
Storm Drainage System Inspection	EA	1	$50,000	10	$5,000.00
System Cleaning and Maintenance	EA	1	$2,000	1/2 yr	$4,000.00
Capital Reserve					
Catch Basin	EA	25	$8,458	20	$10,572.07
Concrete Spillway	EA	16	$8,458	20	$6,766.12
Asphalt Spillway	EA	1	$3,625	20	$181.24
Concrete "V" Ditches	LF	2,550	$85	20	$10,783.51
Concrete Ditch Bridge	CY	4.44	$1,450	20	$322.14
Headwall		5	$3,625	20	$906.18
Concrete Intake Structure	EA	1	$4,470	20	$223.52
Manhole		1	$4,470	20	$223.52
8" RCP Drain Pipe	LF	10	$106	75	$14.18
15" RCP Drain Pipe	LF	145	$136	75	$262.79
18" CP Drain Pipe	LF	280	$163	75	$608.95
18" CMP Drain Pipe	LF	105	$163	75	$228.36
18" RCP Drain Pipe	LF	180	$239	75	$574.15
36" RCP Drain Pipe	LF	220	$478	75	$1,403.49
48" RCP Drain Pipe	LF	80	$638	75	$680.48
38" x 57 " CMP Drain Pipe	LF	170	$605	75	$1,371.33
Street Gutter	LF	33,920	$10	50	6,967.18
Capital Reserve Subtotal					**$42,089.21**
Total Maintenance, Replacement and Repairs					**$51,089.21**
Emergency Reserve [4]					**$5,108.92**
CSA 17 Storm Drainage Infrastructure Cost					**$56,198.13**
CSA 17 Storm Drainage EDU's					
CSA 17 Parcels Access					**232.00**
CSA 17 Parcels Impervious					**194.46**
Parcels located outside of CSA 17 Access					**13.00**
Parcels located outside of CSA 17 Impervious					**12.10**
CSA Storm Drainage Infrastructure Total EDU's					**451.56**
CSA 17 Storm Drainage Infrastructure Assessment Per EDU					**$124.45**
Benefit to Outside Parcels [5]					**$3,123.79**
CSA 17 Storm Drainage Infrastructure Total Cost to Levy					**$53,074.34**

[1] Cost Source: Land Development Unit Price Guide, Contra Costa County Public Works Dept., March 1, 2020.

[2] Cost/Unit figures are escalated by 20.8% which is equal to the percentage change in the "San Francisco Construction Cost Index" (SF-CCI) from March 2020 to January 2025 as published by the Engineering News Record.

[3] Storm drain system capital repair and replacement projects to be prioritized following location pattern for street repair.

[4] The emergency reserve amount equals 10% of other costs except for administration costs.

[5] APN's listed in the table on Page 24 are located outside the CSA Boundary but benefit from the CSA 17 Infrastructure. To ensure that CSA 17 parcels are not assessed for the benefit conferred upon these parcels, EDU's are assigned to these parcels and included in the total EDUs for CSA 17 that is used to calculate the assessment rate. The assessment attributable to the parcel shall be paid from another source of funds, most likely the County General Fund.

CSA-17 INFRASTRUCTURE

FY 2026/27 ESTIMATE OF COST

ADMINSTRATIVE EXPENSES

Item	Annual Cost
CSA Administration [1]	**$40,000.00**
CSA 17 Administration Cost	**$40,000.00**
CSA 17 Administration EDU's	
CSA 17 Parcels	**232.00**
CSA Infrastructure total EDU's	**232.00**
CSA 17 Administrative Assessment Per EDU	**$172.41**

[1] Source: County of Monterey Adopted Budget for the Fiscal Year 2023-2024 rounded to nearest thousand.

PART C - METHOD OF APPORTIONMENT

General

The County Service Area Law, Government Code Section 25210 – 25217.4, permits the establishment of county service areas within a county for the purpose of providing certain improvements as detailed in Section 25213.

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, also requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the Agency must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless CSA can show that parcel has no benefit from the improvements.

Special Benefit Derived from Infrastructure

During analysis of the CSA and the Infrastructure, as shown in Appendix B, it was demonstrated and determined that the special benefit requirements of Proposition 218 are met in that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit from said public Infrastructure that is particular and distinct from real property outside the CSA and the public at large do not share.

All the parcels were established at the same time once the conditions of approval regarding the Infrastructure and the continued maintenance were guaranteed. As a result, each parcel within the CSA receives a special and distinct benefit from the CSA Infrastructure.

The proposed assessments do not exceed the reasonable cost of the proportional benefit conferred on parcels within the CSA, pursuant to Proposition 218. The parcels are uniquely benefitted by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by the proposed Infrastructure and maintenance of the storm drainage system, roadways and other infrastructure within the CSA.

In reviewing the benefitting parcels, it was determined that thirteen parcels outside the boundaries of CSA-17 receive special benefit from the improvements within the CSA. The special benefits conferred upon these parcels have been removed from the CSA-17 assessments. The CSA-17 Parcels and the thirteen parcels outside the CSA-17 boundaries are the only properties served by the improvements and the improvements are not part of a larger network that serves parcels not identified in this report.

The following sections describes the specific ways each type of infrastructure provides special benefit.

Special Benefit from Storm Drain System Infrastructure

Storm Drain System Infrastructure provides special benefit by providing flood prevention and direct drainage benefits to parcels in proximity to the Infrastructure. The storm drain system is designed to carry storm water runoff from the roadways and from the impervious improvements to parcels away from the developed areas and towards the regional storm drainage system or natural drainage course. This capacity is an integral part of the overall storm drain and flood control system for controlling storm water run-off, reducing the amount of standing water, and keeping debris and vegetation out of the system. The proposed assessments do not exceed the reasonable cost of the proportional benefit conferred on parcels within the CSA, pursuant to Proposition 218. The parcels are uniquely benefitted by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by the proposed improvements and maintenance of roadways within the CSA.

In reviewing the benefitting parcels, it was determined that thirteen parcels outside the boundaries of CSA-17 receive special benefit from the improvements within the CSA. The special benefits conferred upon these parcels have been removed from the CSA-17 assessments. The CSA-17 Parcels and the thirteen parcels outside the CSA-17 boundaries are the only properties served by the improvements and the improvements are not part of a larger network that serves parcels not identified in this report.

Special Benefit from Roadway Infrastructure

All parcels within CSA-17 receive special benefit from Street Maintenance. The on-going maintenance of identified roads is intended to provide reliable all-weather access to all of the properties located within CSA-17. The proposed assessments do not exceed the reasonable cost of the proportional benefit conferred on parcels within the CSA, pursuant to Proposition 218. The parcels are uniquely benefitted by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by the proposed improvements and maintenance of roadways within the CSA.

In reviewing the benefitting parcels, it was determined that thirteen parcels outside the boundaries of CSA-17 receive special benefit from the improvements within the CSA. The special benefits conferred upon these parcels have been removed from the CSA-17 assessments. The CSA-17 Parcels and the thirteen parcels outside the CSA-17 boundaries are the only properties served by the improvements and the improvements are not part of a larger network that serves parcels not identified in this report.

Benefit to Parcels Outside of the CSA

Analysis of the type and location of CSA Improvements in proximity to parcels that are not within the boundaries of the CSA and the accessibility of such parcels to said Improvements, demonstrated that there is a special benefit received by thirteen parcels that are not within CSA-17 that benefit from CSA Improvements. Four of the parcels in question, are located on Heaven's Way north of the intersection of Heaven's Way and Mercurio Road and they access Carmel Valley Road by way of the segment of Mercurio Road that is south of said intersection. Another parcel is located off Via Cazador Road west of the intersection of Via Cazador Road and Tierra Grande Road and they access Carmel Valley Road by way of Tierra Grande Drive south of said intersection. The remaining eight parcels in question, are located on Los Prados Drive west of the intersection of Tierra Grande Drive and Mercurio Road and they access Carmel

Valley Road by way of the segment of Tierra Grande Drive that is south of said intersection. Therefore, the parcels benefit from the CSA Improvements associated with the street and storm drainage improvements. Therefore, these parcels are included in the total EDUs for both the roadway benefits and storm drainage benefits of the CSA and the special benefit amount determined for the parcels is not assessed to CSA-17 parcels.

The benefit that the parcels receive from the CSA-17 infrastructure are detailed in the Equivalent Dwelling Unit Assessment Methodology section.

Equivalent Dwelling Unit Assessment Methodology

For CSA-17, the method that is used to spread costs to the benefitting parcels is the Equivalent Dwelling Unit (EDU) method, which is a standard best practice that is used regularly in benefit assessment districts throughout the State of California.

The Equivalent Dwelling Unit method uses the single-family home as the basic unit of assessment. A single-family home equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula appropriate for each type of benefit.

For the purposes of this report, the equivalent dwelling units for Storm Drainage Infrastructure, Roadway Infrastructure and Administration components are calculated independently of each other and a parcel's special benefit is derived by summing the benefit assessment for Storm Drainage Infrastructure, Roadway Infrastructure, and Administrative components.

Roadway Infrastructure Equivalent Dwelling Unit Assessment Methodology

Single Family Residential (SFR). The single-family parcel has been selected as the base unit for calculation of the roadway infrastructure benefit assessments. This base unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the County land use codes and containing a single-family home are assessed 1.00 EDU per residential unit (includes single family residential units, accessory dwelling units, and short-term rental units). This is based on the Trip Generation rate of 9.44 trips per day for Single Family Residential Units as defined by the Institute of Transportation Engineers Trip Generation Manual 11th Edition.

Vacant Property (VAC). Properties are designated as vacant for assessment purposes if the County Assessor's land use code is a vacant use code. In converting vacant properties to EDUs, the assigned EDU factor is 0.004 per parcel based on the fact that vacant parcels do not generate regular vehicular trips. For the purposes of this report, it is assumed that vacant parcels generate 1 trip per month which equates to a trip generation rate of 0.033 trips per day. The EDU factor is calculated by dividing the assumed trips per day by the trip generation rate for Single Family Residential Units. If a parcel that is classified as vacant on the County Assessor's property tax roll contains one or more single family home(s), the parcel will be assigned 1.00 EDU per residential unit.

Utility Property (UTL). Properties are designated as utility parcels for assessment purposes if the County Assessor's land use code is a utility use code. In converting utility properties to EDUs, the assigned EDU factor is 0.007 per parcel based on the fact that utility parcels do not generate regular vehicle trips and only generate trips when the utilities require maintenance. For the purposes of this report, it is anticipated that utility parcels generate 2 trips per month which equates to a trip generation rate of 0.07 trips per day , which is very limited, but may include trips that are carrying a heavy load. The EDU factor is calculated by dividing the assumed trips per day by the trip generation rate for Single Family Residential Units.

Exempt Property. (EXE) Parcels which do not receive a special benefit from the maintenance of the Infrastructure are exempt from the assessment. Exempt property may include streets, public properties, utility easements, rights-of-way, passive public parks, common areas, landlocked parcels and small or irregular-shaped parcels. There are twelve parcels located within CSA-17 which are exempt because they meet one of the following criteria:

1. They are small, irregular shaped non-buildable lots.
2. They are lots that have one single-family residence built across two parcels and may only receive one assessment.
3. They are common area parcels for condominiums in which each condo is being assessed individually.

Storm Drainage Infrastructure Equivalent Dwelling Unit Assessment Methodology

Storm Drain System Infrastructure provides special benefit by providing flood prevention and direct drainage benefits to parcels in proximity to the Infrastructure. For the purposes of this report, the storm drainage benefit is allocated to parcels within CSA-17 based on two unique benefits. The first benefit is related to the storm drainage infrastructure that ensures the roadways that provide access to parcels within CSA-17 do not flood. The second benefit is related to the conveyance of storm water that runs off each parcel based on the impervious area for each parcel. Both of these benefits are assigned Equivalent Dwelling Units and then the two benefits are added together to determine the Storm Drainage Infrastructure Assessment.

Single Family Residential (SFR).

Access Benefit

The single-family parcel has been selected as the base unit for calculation of the storm drainage infrastructure benefit assessments. This base unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the County land use codes and containing a single-family home are assessed 1.00 EDU per parcel (includes single family residential units, accessory dwelling units, and short-term rental units) for the storm drainage improvements that prevent the roadways from flooding and ensure the property can be accessed during inclement weather.

Impervious Benefit

Single family residential units are allocated EDUs for their storm water runoff from the developed impervious area based on their impervious factor which is calculated as follows; Parcel size in acres multiplied by the typical impervious area of 25%, which is the site coverage allowed in low density residential areas pursuant to the County Municipal Code. Based on an analysis of CSA-17, the impervious factor has been capped as being applicable to only the first acre. For sites whose parcel size exceeds one acre, the exceeding acreage is typically not covered by impervious areas and therefore does not generally generate additional storm water run-off. The impervious factor for each parcel is then converted to EDU's by dividing the impervious factor by the average impervious factor of a single family home. The average impervious factor of a single family home in CSA-17 is determined by using the average parcel size of single family homes in CSA-17, which excluding three outlier parcels which exceed seven acres each, was determined to be 0.91 acres multiplied by the typical impervious area of 25%.

Vacant Property (VAC).

Access Benefit

Properties are designated as vacant for assessment purposes if the County Assessor's land use code is a vacant use code. In converting vacant properties to EDUs, the assigned EDU factor is 1.0 per parcel based on the fact that the storm drainage improvements prevent the roadways from flooding and ensure the property can be accessed during inclement weather.

Impervious Benefit

Vacant parcels are not allocated any EDU's based on their parcel size and typical impervious percentages due to the fact that vacant parcels do not typically have impervious areas.

Utility Property (UTL).

Access Benefit

Properties are designated as utility for assessment purposes if the County Assessor's land use code is a utility use code. In converting utility properties to EDUs, the assigned EDU factor is 1.0 per parcel based on the fact that the storm drainage improvements prevent the roadways from flooding and ensure the property can be accessed during inclement weather.

Impervious Benefit

Utility parcels are allocated EDU's for their storm water runoff from the developed impervious area based on the following calculation. Parcel size in acres multiplied by the typical impervious area of utility parcels in CSA-17 which is approximately 8.5% to determine the parcels impervious factor. The impervious factor for each parcel is then converted to EDU's by dividing the utility parcel's impervious factor by the average impervious factor of a single family home. The average impervious factor of a single family home in CSA-17 is determined by using the average parcel size of single family homes in CSA-17 which, excluding three outlier parcels which exceed seven acres each, was determined to be 0.91 acres. This average parcel size is then multiplied by the average impervious area of 25% to determine the average impervious factor of a single family unit.

Public Property: Properties are designated as SFR, VAC, UTL or EXE based on the use of the property and the benefits received.

Exempt Property. (EXE) Parcels which do not receive a special benefit from the maintenance of the storm drainage Infrastructure are exempt from the assessment. Exempt property may include streets, public properties, utility easements, rights-of-way, passive public parks, common areas, landlocked parcels and small or irregular-shaped parcels. There are twelve parcels located within CSA-17 which are exempt because they meet one of the following criteria:

1. They are small, irregular shaped non-buildable lots.
2. They are lots that have one single-family residence built across two parcels and may only receive one assessment.
3. They are common area parcels for condominiums in which each condo is being assessed individually.

Administrative Equivalent Dwelling Unit Assessment Methodology

Single Family Residential (SFR). The single-family parcel has been selected as the base unit for calculation of the administrative infrastructure benefit assessments. This base unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the County land use codes and containing a single-family home are assessed 1.00 EDU per parcel as the County's administration of CSA-17 provides an equal benefit to all assessable parcels.

Vacant Property (VAC). Properties are designated as vacant for assessment purposes if the County Assessor's land use code is a vacant use code. In converting vacant properties to EDUs, the assigned EDU factor is 1.0 per parcel as the County's administration of CSA-17 provides an equal benefit to all assessable parcels.

Utility Property (UTL). Properties are designated as vacant for assessment purposes if the County Assessor's land use code is a utility use code. In converting utility properties to EDUs, the assigned EDU factor is 1.0 per parcel as the County's administration of CSA-17 provides an equal benefit to all assessable parcels.

Public Property: Properties are designated as SFR, VAC, UTL or EXE based on the use of the property and the benefits received.

Exempt Property. (EXE) Parcels which do not receive a special benefit from the maintenance of the storm drainage Infrastructure are exempt from the assessment. Exempt property may include streets, public properties, utility easements, rights-of-way, passive public parks, common areas, landlocked parcels and small or irregular-shaped parcels. There are twelve parcels located within CSA-17 which are exempt because they meet one of the following criteria:

1. They are small, irregular shaped non-buildable lots.
2. They are lots that have one single-family residence built across two parcels and may only receive one assessment.
3. They are common area parcels for condominiums in which each condo is being assessed individually.

Roadway EDU Factors by Land Use

The following table summarizes the factors used to determine a parcels roadways EDUs based on land use.

Land Use Category	Basic Unit X EDU Factor	Roadway EDU Rates
Single Family Residential (SFR)	1 Dwelling Unit X 1.00	1.00 EDU per Dwelling Unit
Vacant Property (VAC) *(With residential Unit)*	1 Parcel X 0.004 1 Dwelling Unit x 1.00	0.004 EDU per Parcel 1.00 EDU per Dwelling Unit
Utility Property (UTL)	1 Parcel X 0.007	0.007 EDU per Parcel
Exempt Property (EXE)	1 Parcel X 0.00	0.00 EDU per Parcel

Storm Drainage EDU Factors by Land Use

The following table summarizes the factors used to determine each parcels EDUs based on storm drainage access and typical impervious area.

Land Use Category	Storm Drainage Access EDUs		Storm Drainage Impervious EDUs	
	Basic Unit X EDU Factor	Storm Drainge Access EDU Rates	Basic Unit X EDU Factor	Storm Drainge Impervious EDU Rates
Single Family Residential (SFR)	1 Parcel X 1.00	1.00 EDU per Parcel	Parcel Size (Capped at 1 Acre) X 0.25/(0.91 x 0.25)	0.879 EDU per Acre
Vacant Property (VAC)	1 Parcel X 1.00	1.00 EDU per Parcel	1 Acre X 0.00	0.00 EDU per Acre
Vacant Property (VAC) (With residential Unit)	1 Parcel X 1.00	1.00 EDU per Parcel	Parcel Size (Capped at 1 Acre) X 0.25/(0.91 x 0.25)	0.879 EDU per Acre
Utility Property (UTL)	1 Parcel X 1.00	1.00 EDU per Parcel	1 Acre X 0.085/(0.91 x 0.25)	0.374 EDU per Acre
Exempt Property (EXE)	1 Parcel X 0.00	0.00 EDU per Parcel	1 Acre X 0.00	0.00 EDU per Acre

Administration EDU Factors by Land Use

The following table summarizes the factors used to determine each parcels EDUs for CSA-17's administration.

Land Use Category	Basic Unit X EDU Factor	Administration EDU Rates
Single Family Residential (SFR)	1 Parcel X 1.00	1.00 EDU per Parcel
Vacant Property (VAC)	1 Parcel X 1.00	1.00 EDU per Parcel
Utility Property (UTL)	1 Parcel X 1.00	1.00 EDU per Parcel
Exempt Property (EXE)	1 Parcel X 0.00	0.00 EDU per Parcel

CSA-17 Inventory of Parcels

The following table shows the total number of parcels; residential units; assessed acreage and calculated EDUs by land use:

CSA-17 INVENTORY OF PARCELS BY LAND USE

Land Use Category	No. of Parcels	Units	Acres	Transportation EDUs	Storm Drainage Access EDUs	Storm Drainage Impervious EDUs	Administration EDUs
Single Family Residential (SFR)	*223.00*	*223*	*N/A*	*223.000*	*223.00*	*192.76*	*223.00*
Vacant Property (VAC)	*4.00*	*N/A*	*6.41*	*0.016*	*4.00*	*0.00*	*4.00*
Vacant Property (VAC) (With residential Unit)	*1.00*	*1*	*N/A*	*1.000*	*1.00*	*1.10*	*1.00*
Utility Property (UTL)	*4.00*	*N/A*	*1.59*	*0.028*	*4*	*0.60*	*4.00*
Exempt Property (EXE)	*12.00*	*N/A*	*N/A*	*0.000*	*0.00*	*0.00*	*0.00*
CSA 17 Totals:	***244***	***224***	***8.01***	***224.044***	***232.00***	***194.46***	***232.00***

Benefit to Parcels Outside of the CSA EDU Allocation

Parcels outside CSA-17 previously described in Part C are allocated EDU's utilizing the same method of apportionment as the parcels located within CSA-17 with the exception of the eight parcels located along Los Prados Drive. The parcels along Los Prados Drive receive a reduced roadway benefit from the CSA-17 improvements due to the fact that the parcels receive access from Los Prados Drive which is not maintained by CSA-17 and access only a very small segment of the roads in CSA-17. This roadway benefit reduction is calculated based on the proportional length of Los Prados Drive in relation to the CSA-17 roadway improvements. The following table details the calculation of the benefit reduction for the parcels located outside CSA-17 along Los Prados Drive. Based on this table, the parcels benefit 0.0408 that of a single family home receiving full benefit from the CSA-17 roadway infrastructure.

LOS PRADOS DRIVE ROADWAY INFRASTRUCTURE BENEFIT REDUCTION

Roadway Name	Length in Miles
Total CSA-17 Roadway Length in Miles	4.23
Los Prados Drive	0.18
Total Length in Miles	4.41
Proportional Roadway Improvements Benefit to Parcels along Los Prados	**4.08%**

The following table provides the calculated special benefit EDU's to the parcels outside CSA-17 incorporating the Roadway Improvements Benefit Reduction for the parcels along Los Prados:

PARCELS OUTSIDE CSA-17 BENEFITING FROM CSA-17 INFRASTRUCTURE

APN	Land Use	Units	Acres	Transportation EDUs	Storm Drainage Access Parcels	Storm Drainage Impervious EDUs
169-081-027-000	SFR	1	11.17	1.0000	1.00	1.10
169-081-028-000	VAC	0	12.56	0.0040	1.00	0.00
169-081-029-000	SFR	1	11.17	1.0000	1.00	1.10
169-081-030-000	VAC	0	10.47	0.0040	1.00	0.00
169-071-060-000	SFR	1	1.08	0.0408	1.00	1.10
169-071-059-000	SFR	1	1.11	0.0408	1.00	1.10
169-071-061-000	SFR	1	1.01	0.0408	1.00	1.10
169-071-062-000	SFR	1	1.04	0.0408	1.00	1.10
169-071-055-000	SFR	1	1.29	0.0408	1.00	1.10
169-071-056-000	SFR	1	1.58	0.0408	1.00	1.10
169-071-058-000	SFR	1	1.29	0.0408	1.00	1.10
169-071-057-000	SFR	1	1.25	0.0408	1.00	1.10
169-321-003-000	SFR	1	30.90	1.0000	1.00	1.10
				3.3344	**13.00**	**12.10**

Allocation of Costs to Benefitting Parcels

ALLOCATION OF CSA-17 ESTIMATED COSTS

CSA-17 Benefitting Parcels	CSA-17 Road EDU's	Share of CSA-17 Roadway Benefits	$ Share of CSA-17 Roadway Costs	CSA-17 Storm Drainage EDU's	Share of CSA-17 Storm Drainage Benefits	$ Share of CSA-17 Storm Drainage Costs	CSA-17 Admin EDU's	Share of CSA-17 Admin Benefits	$ Share of CSA-17 Admin Costs	Total
CSA-17 Parcels	224.044	98.53%	$64,850.11	426.46	94.44%	$53,074.34	232.00	100.00%	$40,000.00	$157,924.45
Parcels located outside CSA-17	3.3344	1.47%	$965.15	25.10	5.56%	$3,123.79	0.00	0.00%	$0.00	$4,088.94
Totals	**227.38**	**100.00%**	**$65,815.26**	**451.56**	**100.00%**	**$56,198.13**	**232.00**	**100.00%**	**$40,000.00**	**$162,013.39**

Annual Cost-Indexing

The assessments identified in this Report may be increased each year based on the annual change in the "San Francisco Construction Cost Index" (SF-CCI) as published by Engineering News Record. Indexing the proposed assessments will allow for increases in normal repair, maintenance, and operating costs, without the need for additional election proceedings required by Proposition 218. Any meaningful change initiated by an increase in service provided or beyond the cost-indexed assessment levels would still require Proposition 218 proceedings and future property owner approval. In the event the SF-CCI is no longer published, the CSA shall use a similar index, as approved by the County Board of Supervisors.

Change of Use

The assessments identified in this Report may need to be modified if parcels change land use, if additional units are constructed on existing single family parcels or vacant parcels are developed. Any meaningful change initiated by an increase in service provided or beyond the cost-indexed assessment levels would still require Proposition 218 proceedings and future property owner approval.

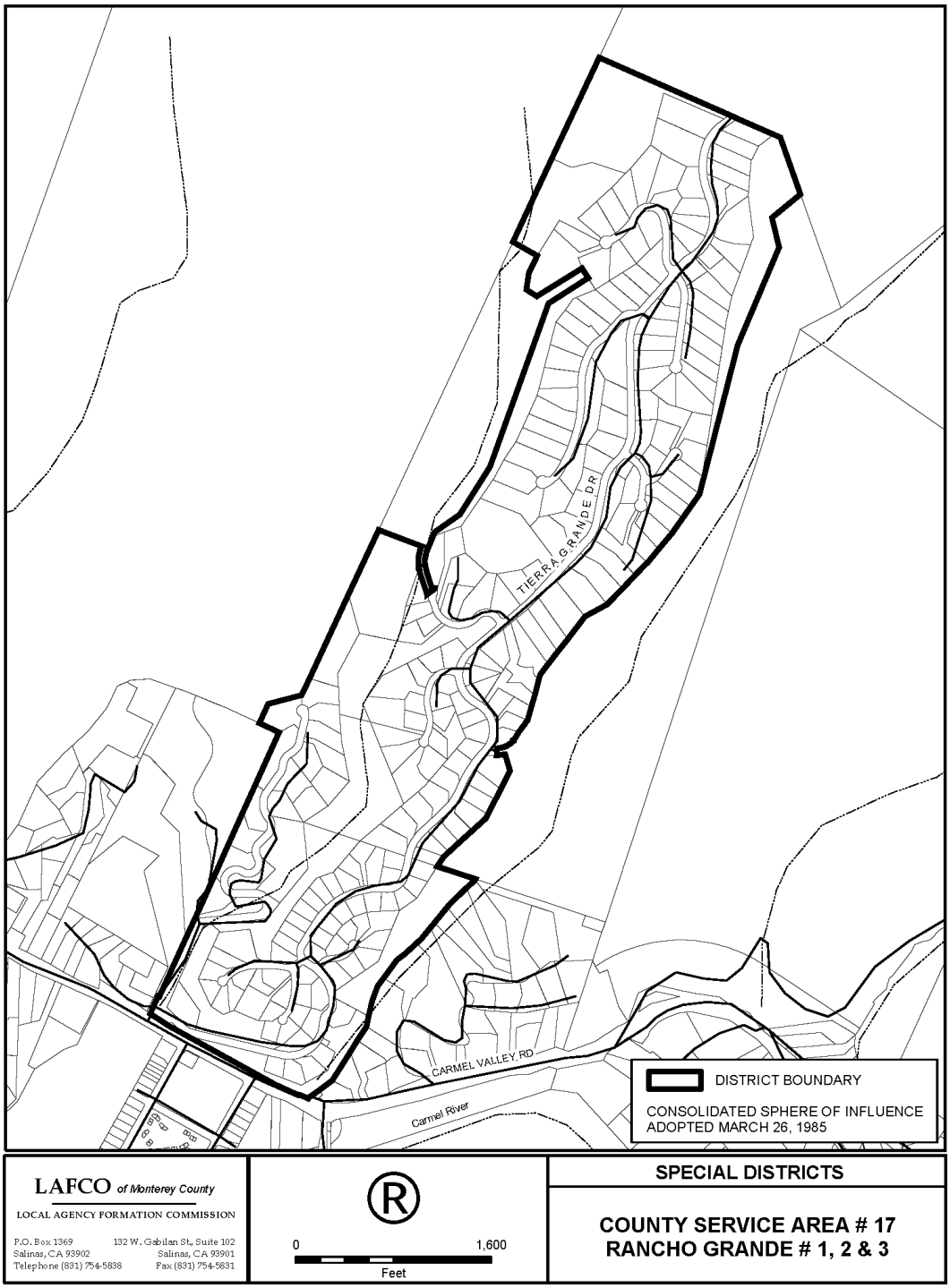
PART D - ASSESSMENT DIAGRAM

The LAFCO CSA-17 Boundary Map is shown in Appendix A of this Report.

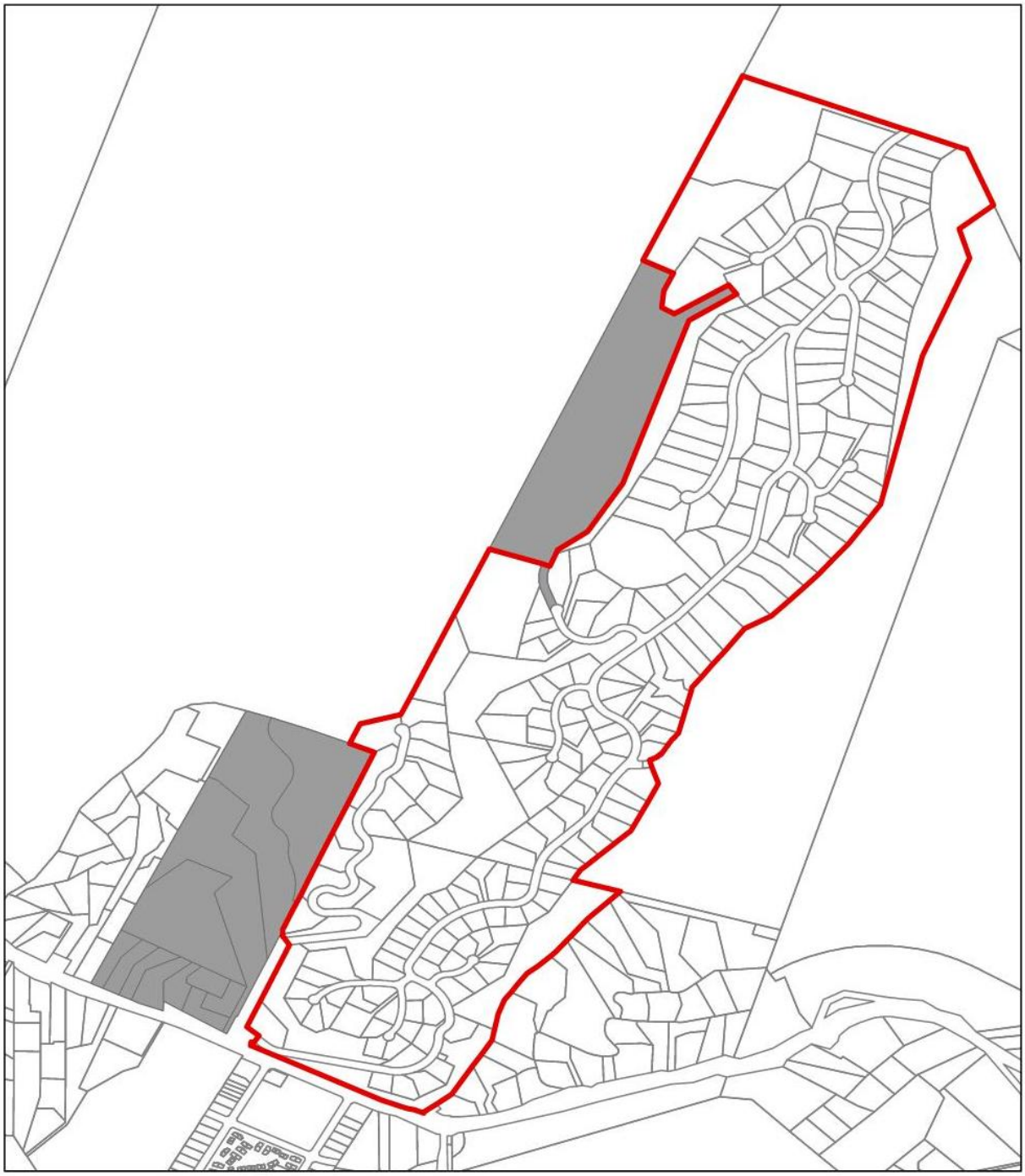
PART E - ASSESSMENT ROLL

The assessments set forth for each parcel is shown on the Assessment Roll for the CSA-17 , which is provided in Appendix E of this Report.

APPENDIX A:LAFCO CSA-17 BOUNDARY MAP



APPENDIX B: PARCELS OUTSIDE CSA-17 WITH SPECIAL BENEFIT



APPENDIX C: STORM DRAIN SYSTEM IMPROVEMENTS

The following pages provide a list of the Storm Drain System Improvements, a map showing the location of the Improvements except for street gutters, and a map showing the location of the street gutters.



1 of 1

County Service Area No. 17 Storm Drain Maintenance

RANCHO TIERRA GRANDE

DATE	BY
9-13-2026	J.S.E
6-10-2025	J.S.E
5-8-2025	J.S.E
9-22-2025	E.A.F.

SCALE 1" = 250'

County of Monterey
PUBLIC WORKS, FACILITIES AND PARKS
SPECIAL DISTRICTS

NOTE: THE DATA USED IN THIS MAP IS REPRESENTATIONAL ONLY AND IS NOT INTENDED FOR SURVEY OR PROJECT PLANNING WORK. THE COUNTY ACCEPTS NO LIABILITY FOR THE MISUSE OF THIS MAP.

Map date: 4/14/2026. Monterey County Public Works, Facilities and Parks

County of Monterey
County Service Area of No.17
Inventory of Strom Drain System Improvements

Item No.	Primary and Appurtenant Facilities	Unit Type	Quantity	Approximate Location
1	Type II Catch Basin	EA	1	North Side of Tierra Grande Drive approximately 20' east of Heaven's Way.
1a	Type II Catch Basin	EA	1	End of cul-de-sac on Telarana Way
2	Type II Catch Basin	EA	1	Northwest corner of Tierra Grande Drive and Via Marquita.
3	Type II Catch Basin	EA	1	Westside of Via Marquita approximately 340' from road entrance at Tierra Grande Drive.
	18" CP Drain Pipe	EA	40	One pipe connecting items 3 and 4
4	Type II Catch Basin	EA	1	Eastside of Via Marquita approximately 340' from road entrance at Tierra Grande Drive
5	Type II Catch Basin	EA	1	End of cul-de-sac on Via Ciminella
6	Type II Catch Basin	EA	1	End of cul-de-sac on Via Marquita
7	Headwall	EA	1	Westside of Tierra Grande Drive approximately 300' south of Via Paloma.
8	Concrete Spillway	EA	1	Westside of Tierra Grande at Via Paloma.
9	Type II Catch Basin	EA	1	Eastside of Tierra Grande at Via Paloma.
10	Concrete "V" Ditch (1,400')	EA	1,400	West Side of Tierra Grande Drive beginning at Item 7 and ending at item 20
11	Type II Catch Basin	EA	1	West Side of Via Paloma approximately 125' from end of cul-de-sac.
	18" CP Drain Pipe	LF	40	One pipe connecting items 11 and 12
12	Type II Catch Basin	EA	1	East side of Via Paloma approximately 125' from end of cul-de-sac.
13	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 500' south of Via Paloma
	18" CP Drain Pipe	LF	40	One pipe connecting items 13 and 14
14	Concrete Spillway	EA	1	East Side of Tierra Grande Drive approximately 500' South of Via Paloma
15	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 1,000' south of Via Paloma.
	18" CP Drain Pipe	LF	40	One pipe connecting items 15 and 16
16	Concrete Spillway	EA	1	East Side of Tierra Grande drive approximately 1,000' south of Via Paloma.
16a	Type II Catch Basin	EA	1	Tierra Grande Dr, north of Via Cazador
16b	Type II Catch Basin	EA	1	Tierra Grande Dr, north of Via Cazador
17	Type II Catch Basin	EA	1	South Side of Via Cazador approximately 185' from end of cul-de-sac
	18" CP Drain Pipe	LF	40	One pipe connecting items 17 & 18
18	Type II Catch Basin	EA	1	North side of Via Cazador approximately 185' from end of cul-de-sac.
20	36" RCP Drain Pipe	LF	140	One pipe, 140' connecting items 19 and 20
21	Concrete Spillway	EA	1	North side of Via Crotalo approximately
	18" CP Drain Pipe	LF	40	One pipe connecting items 21 and 23
22	Type II Catch Basin	EA	1	West Side of Tierra Grande Drive approximately 25' North of Via Crotalo.
23	Concrete Spillway	EA	1	South Side pf Via Crotalo approximately 90' road entrance at Tierra Grande Drive
24	Concrete Spillway	EA	1	East side Mercurio Road approximately 530' from end of cul-de-sac
25	Type II Catch Basin	EA	1	End of cul-de-sac on Via Crotalo
26	Type II Catch Basin	EA	1	West Side of Tierra Grande Drive approximately 45' north of Venado Drive
26a	Type II Catch Basin	EA	1	Tierra Grande Dr, south of Venado Dr
	15" RCP drain pipe	LF	30	Connect 26a to 26b
26b	Type II Catch Basin	EA	1	Tierra Grande Dr, south of Venado Dr
	15" RCP drain pipe	LF	115	Connecting 26 to 26b
27	Concrete Spillway	EA	1	West side of Tierra Grande Drive approximately 225' south of Venado Drive
28	Asphalt Spillway	EA	1	West side of Mercurio Road approximately 1,710' from end of cul-de-sac
29	Concrete Spillway	EA	1	West side of Mercurio Road approximately 1,430' from end of cul-de-sac
	18" CP Drain Pipe	LF	40	One pipe connecting items 29 and 30
30	Concrete Spillway	EA	1	East side of Mercurio Road approximately 1,430' from end of cul-de-sac
	18" CMP Drain Pipe	LF	40	

Item No.	Primary and Appurtenant Facilities	Unit Type	Quantity	Approximate Location
31	Type II Catch Basin	EA	1	East Side of Tierra Grande Drive approximately 515' south of Venado Drive
32	Headwall	EA	1	North Side of Mercurio Road approximately 515' south of Venado Drive
33	Concrete "V" Ditch (400')	LF	400	West Side of Tierra Grande Drive beginning at item 32 and ending at item 34
35	Concrete Spillway	EA	1	Mercurio Road approximately 775' from Heaven's Way
	18" CMP Drain Pipe	LF	50	
36	Headwall	EA	1	North Side of Mercurio Road Approximately 450' east of Heaven's Way
	36" RCP Drain Pipe	EA	80	One pipe, 80' connecting items 36 and 37
37	Concrete Intake Structure	EA	1	Approximately 35' east of Mercurio Road at first U-shaped curve
	8" RCP Drain Pipe	LF	10	
38	Headwall	EA	1	South Side of Mercurio Road approximately 55' east of Heaven's Way
	48" RCP Drain Pipe	LF	80	Two pipes, 40' each connecting items 32 and 38
39	Concrete Spillway	EA	1	South side of Mercurio Road approximately 60' east of Heaven's Way
40	Concrete "V" Ditch (750')	LF	750	East side of Heaven's Way between Tierra Grande Drive and Mercurio Road
41	Concrete Ditch Bridge (20x18)	EA	1	East side of Heaven's Way between Tierra Grande and Mercurio Road
42	Type II Catch Basin	LF	1	End of Cul-de-sac on Rancho Alto Drive
43	Type II Catch Basin	EA	1	North side of carol Place approximately 120' east of Tierra Grande Drive
44	Type II Catch Basin	EA	1	End of Cul-de-sac on Carol Place
45	Headwall	EA	1	East side of Heaven's Way approximately 200' North of Tierra Grande Drive
46	Type II Catch Basin	EA	1	North Side of Tierra Grande approximately 20' East of Heaven's Way
47	Type II Catch Basin	EA	1	End of cul-de-sac on Elinore Place
48	Type II Catch Basin	EA	1	East side of Tierra Grande Drive approximately 1525' east of Heaven's Way
49	Concrete Spillway	EA	1	North Side of Tierra Grande approximately 20' East of Heaven's Way
50	Concrete Spillway	EA	1	North Side of Tierra Grande approximately 165' East of Heaven's Way
51	Type II Catch Basin	LF	1	Northwest corner of Mercurio Road and Carmel Valley Road
52	Concrete Spillway	EA	1	South Side of Tierra Grande Drive approximately 20' east of Heaven's Way
	Manhole	EA	1	South Side of Tierra Grande Drive approximately 20' east of Heaven's Way
	18" RCP Drain Pipe	LF	110	Connecting 50 to 52
	18" RCP Drain Pipe	LF	25	Connecting 49 to 38" x 57 " CMP
	18" CMP Drain Pipe	LF	15	Connecting 46 to 38" x 57" CMP
	18" RCP Drain Pipe	LF	45	Connecting Manhole to 51
	38" x 57 " CMP	LF	170	Connecting 45 to Manhole

APPENDIX D:
EXISTING PAVEMENT CONDITION ASSESSMENT

Pavement Condition Assessment

From November 2019 to January 2020, Harris performed the Existing Pavement Condition Assessment ("PCA") by inspecting approximately four (4) centerline miles of the roadways within CSA-17 based on the Metropolitan Transportation Commission (MTC) Pavement Management Program (PMP) inspection methodology. The PMP provides a management tool to inventory street pavement, assess pavement condition, record historical maintenance, forecast budget needs, and view impacts of funding on pavement condition over time.

Pavement distress, severity, and quantity of distress data was recorded for nineteen (19) street segments representing all the CSA-17 roadways. For each street segment, one hundred percent (100%) was reviewed to determine the most representative sample unit of pavement.

The following table shows the existing Pavement Condition Indexes (PCI) that were calculated for each street segment based on the field inspections:

PAVEMENT CONDITION INDEXES OF CSA-17 STREET SEGMENTS

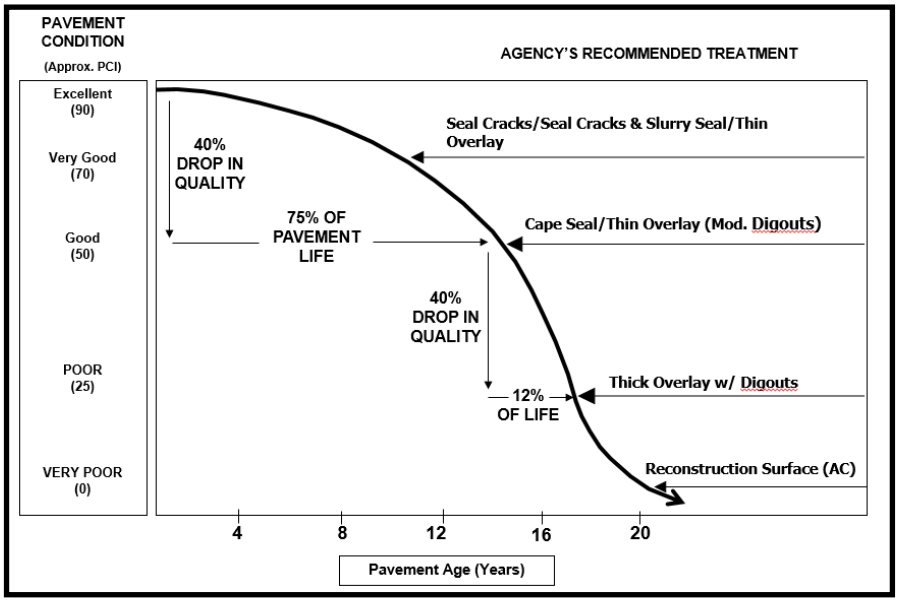
Segment Number / Street Name	Beginning Location	Ending Location	Pavement Condition Index
1. TELARANA WAY	WEST END	TIERRA GRANDE DR	100
2. VIA CAZADOR	VIA CAZADOR	WEST END	100
3. VIA CROTALO	WEST END	TIERRA GRANDE DR	100
4. VIA MARIQUITA	WEST END	TIERRA GRANDE DR	100
5. CAROL PLACE	TIERRA GRANDE DR	EAST END	58
6. ELINORE PLACE	SOUTH END	RANCHO ALTO DR	53
7. LOMA ROBLES DRIVE	VIA PALOMA	EAST END	55
8. MERCURIO ROAD	HEAVENS WY	NORTH END	54
9. RANCHO ALTO DRIVE	WEST END	TIERRA GRANDE DR	55
10. TIERRA GRANDE DRIVE	CARMEL VALLEY RD	CAROL PL	54
11. TIERRA GRANDE DRIVE	CAROL PL	VENADO DR	61
12. TIERRA GRANDE DRIVE	VENADO DR	VIA CROTALO	56
13. TIERRA GRANDE DRIVE	VIA CROTALO	VIA CAZADOR	60
14. TIERRA GRANDE DRIVE	VIA CAZADOR	VIA PALOMA	57
15. TIERRA GRANDE DRIVE	VIA PALOMA	VIA CICINDELA	56
16. TIERRA GRANDE DRIVE	VIA CICINDELA	EAST END	56
17. VIA CICINDELA	TIERRA GRANDE DR	EAST END	53
18. VIA PALOMA	SOUTH END	TIERRA GRANDE DR	61
19. MERCURIO ROAD	TIERRA GRANDE DR	HEAVENS WY	84

Pavement Life Cycle

Pavement begins its life in excellent condition and generally remains in excellent condition for a few years without the need of any maintenance. Over time, however, the condition of the street starts to worsen and the rate at which its pavement condition deteriorates increases dramatically as the street passes the midpoint of its life cycle. As a result of this continued deterioration, the quantity and cost of the maintenance activities needed to rehabilitate the pavement will increase in both scope and costs.

The PMP predicts a roadway's future pavement performance based on the street segment's current PCI by utilizing the pavement deterioration curve shown in the following illustration:

PAVEMENT LIFE CYCLE



Source: Metropolitan Transportation Commission

Figure not to scale

The figure illustrates the benefit of addressing pavement concerns before the pavement condition reaches a poor or failed state. Maintenance activities increase the PCI value as they are applied to the segment and thus extend the pavements life. However, for pavement that deteriorates, maintenance activities that once might cost $6.50/SY to crack seal and slurry seal may become rehabilitation activities that might cost $64.25/SY to overlay or $182/SY to reconstruct.

Pavement Maintenance Activities

The PCI is used by the program to schedule maintenance activities for each pavement segment. The program recommends a specific maintenance activity based on the PCI and budget constraints. A series of maintenance activities may be selected to apply to the pavement network. The unit costs for each maintenance activity account for various construction costs including labor materials, design, for construction inspection and for contingency. Definitions of each maintenance activity follow:

Crack Seal. A surface treatment utilized to prevent entry of water or other non-compressible substances into the pavement.

Crack seals are used to fill individual pavement cracks to prevent entry of water or other non-compressible substances such as sand, dirt, rocks, or weeds. Crack sealant is typically used on early-stage longitudinal cracks, transverse cracks, and reflection cracks. It is placed over the existing pavement surface and is typically applied at three (3) year intervals.

Slurry Seal. A surface treatment utilized to provide new wearing surfaces and prevent water penetration of the pavement surface, thereby extending pavement life.

Slurry seals are surface treatments applied to pavements with minimal surface distress to provide new wearing surfaces and extend pavement life. A slurry seal consists of a mixture of conventional or latex-

modified emulsified asphalt, well-graded fine aggregate, mineral filler, and water. It is placed over the existing pavement surface and is typically applied at eight (8) year intervals.

Cape Seal. ***A surface treatment utilized to provide new wearing surfaces and prevent water penetration of the pavement surface, thereby extending pavement life.***

Cape seals are surface treatments applied to pavements with minimal surface distress to provide new wearing surfaces and extend pavement life. A cape seal consists of a "slurry" mixture of conventional or latex-modified emulsified asphalt, well-graded fine aggregate, mineral filler, and water, placed over chip seal. Asphalt rubber cape seal consists of an application of an asphalt rubber seal coat followed by an application of a slurry seal coat.

Digout. ***The rehabilitation process in which the material in a highly distressed area is removed and replaced or additional material is added to cover up a distressed area.***

The primary digout methods include the replacement of materials that have been lost due to localized pavement distress or disintegration, the complete removal (dig out) and replacement of continuous segments of failed pavement, or the application of a thin layer of HMA material over segments of pavement that exhibit more surface-related distress/distortion. Once patched, the distressed area is repaired or strengthened so that it can carry significant traffic levels with improved performance and lower rates of deterioration. Patches are often done in preparation of other forms of corrective maintenance, pavement preservation, and pre-treatment prior to an overlay.

Overlay. ***The application of treatments that are more cost-effective alternatives to reconstruction of the entire pavement surfaces but provide the required structural support.***

An asphalt layer is placed over the existing pavement surface. Treatment areas are typically cold planed prior to the overlay to provide a level surface for the overlay, reduce excessive crowning, and assure alignment with existing gutter line. This typically includes base repair and crack sealing prior to the application of an overlay. This treatment provides a new wearing surface and increases structural strength to the pavement section. An overlay is typically designed for a ten to fifteen (10-15) year life.

Reconstruction. ***The removal and replacement of either the pavement surface only or both the pavement and base.***

When the pavement surface is severely distressed and has reached the end of its service life, reconstruction methods are recommended. Some of these methods include Full Depth Reclamation (FDR) in which the old asphalt and base materials are pulverized, mixed with cement and water, and compacted to produce a strong, durable base for either an asphalt or concrete surface. Cold in Place Recycling is another method used in which two to five inches of the current street surface are pulverized down to a specific aggregate size, mixed with a rejuvenating asphalt emulsion, and then reused to pave that same street. After a reconstruction, the pavement segment is considered new with a full life extension (typically 28 years).

Pavement Maintenance Strategy

Typically, the road maintenance strategy is developed based on current roadway conditions in conjunction with an agency's road maintenance standards like those shown in the following matrix:

STANDARD ROAD MAINTENANCE ACTIVITIES BY ROADWAY CONDITION

Pavement Condition	PCI Range	Typical Maintenance Treatment
Excellent	90 – 100	Do Nothing
Very Good	70 – 89	Seal Cracks / Slurry Seal
Good	50 – 69	Cape Seal / Thin Overlay (Modified Digouts)
Poor	25 – 49	Thick Overlay w / Digouts
Very Poor / Failed	0 – 24	Reconstruct Structure (Asphalt Concrete)

Due to the fact that the roads in CSA-17 were rehabilitated by the County in 2025, the PCI for all the CSA street segments falls within the excellent range. The pavement management strategy for CSA-17 is to implement one of the following options:

Strategy #1: Implement a series of maintenance activities covering a cycle of years to maintain streets at a PCI level of 50 or greater. This strategy is discussed extensively below.

Strategy #2: Do nothing and allow streets to deteriorate. This is not a desirable option.

Pavement Maintenance Strategy #1

This strategy provides an ongoing street maintenance plan:

- CSA-17 Street Maintenance Plan

This is the most desirable approach as it allows streets to be maintained at a minimum of good condition. The strategy calls for the implementation of the CSA-17 Street Maintenance Plan which provides funding for pavement conditions to be maintained at good or better PCI levels. To meet this objective, slurry seal treatments for each of the street segments shall occur every eight years.

CSA-17 Street Rehabilitation

The streets within CSA-17 have been rehabilitated by the County to PCI levels of excellent. The CSA-17 Street Maintenance Program will provide slurry seal treatment on CSA-17 streets every eight years, with first treatment planned for 2033. The cost of the CSA-17 Street Maintenance Program is included in the proposed assessments.

CSA-17 Street Maintenance Plan

The CSA-17 Street Maintenance Plan is a schedule of planned maintenance actions aimed at preventing the failure of streets that are in good condition or better. These actions are designed to detect, preclude, or mitigate degradation of a street segment. The goal of preventative maintenance is to minimize degradation and thus sustain or extend the useful life of the street. This strategy calls for the goals to be met by way of slurry seal treatments every eight (8) years for all the CSA-17 street segments. The estimated annual cost of the first slurry seal treatment is as follows:

ESTIMATED ANNUAL COST OF CSA-17 SLURRY SEAL TREATMENTS

Segment Number / Street Name	Estimated Slurry Seal Cost
1. Carol Place	**$1,285**
2. Elinore Place	**$1,262**
3. Loma Robles Drive	**$970**
4. Mercurio Road	**$2,710**
5. Mercurio Road	**$8,199**
6. Rancho Alto Drive	**$2,069**
7. Telarana Way	**$3,301**
8. Tierra Grande Drive	**$6,138**
9. Tierra Grande Drive	**$7,224**
10. Tierra Grande Drive	**$2,052**
11. Tierra Grande Drive	**$1,490**
12. Tierra Grande Drive	**$4,904**
13. Tierra Grande Drive	**$4,449**
14. Tierra Grande Drive	**$4,210**
15. Via Cicindela	**$2,399**
16. Via Crotalo	**$2,102**
17. Via Mariquita	**$5,148**
18. Via Paloma	**$1,405**
Total Estimated Annual Cost	**$61,317**

The estimated annual costs are based on the CSA-17 Street Maintenance Plan and associated 30-year cash flow analysis for illustrative purposes, which are provided on the following pages.

CSA-17 STREET MAINTENANCE PLAN

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Fiscal Year	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**2030-31**	**2031-32**	**2032-33**	**2033-34**	**2034-35**	**2035-36**	**2036-37**	**2037-38**	**2038-39**	**2039-40**
Starting Fund Balance	**$0**	**$52,832**	**$107,640**	**$164,890**	**$224,668**	**$287,061**	**$352,161**	**$420,062**	**$317**	**$66,754**	**$136,181**	**$208,701**	**$284,424**	**$363,461**	**$445,926**
Street Maintenance Assessment	$52,051	$53,613	$55,221	$56,878	$58,584	$60,342	$62,152	$64,017	$65,938	$67,916	$69,953	$72,052	$74,214	$76,440	$78,733
Interest Earnings	$781	$1,195	$2,029	$2,900	$3,809	$4,758	$5,749	$6,781	$499	$1,511	$2,567	$3,671	$4,823	$6,025	$7,279
Total Revenue	**$52,832**	**$54,808**	**$57,250**	**$59,778**	**$62,393**	**$65,100**	**$67,901**	**$70,798**	**$66,437**	**$69,427**	**$72,520**	**$75,723**	**$79,037**	**$82,465**	**$86,012**
CSA Street Maintenance Program								$490,543							
Total Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$490,543**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Year End Fund Balance	**$52,832**	**$107,640**	**$164,890**	**$224,668**	**$287,061**	**$352,161**	**$420,062**	**$317**	**$66,754**	**$136,181**	**$208,701**	**$284,424**	**$363,461**	**$445,926**	**$531,938**
Total Street EDU in CSA-17	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**
Proposed CSA-17 Street Assessment per EDU	**$232.32**	**$239.30**	**$246.47**	**$253.87**	**$261.48**	**$269.33**	**$277.41**	**$285.73**	**$294.31**	**$303.14**	**$312.23**	**$321.60**	**$331.25**	**$341.18**	**$351.42**

Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Fiscal Year	**2040-41**	**2041-42**	**2042-43**	**2043-44**	**2044-45**	**2045-46**	**2046-47**	**2047-48**	**2048-49**	**2049-50**	**2050-51**	**2051-52**	**2052-53**	**2053-54**	**2054-55**
Starting Fund Balance	**$531,938**	**$214**	**$84,372**	**$172,317**	**$264,181**	**$360,101**	**$460,219**	**$564,680**	**$673,634**	**$59**	**$106,663**	**$218,064**	**$334,431**	**$455,937**	**$582,760**
Street Maintenance Assessment	$81,095	$83,528	$86,034	$88,615	$91,273	$94,011	$96,831	$99,736	$102,728	$105,810	$108,984	$112,254	$115,622	$119,091	$122,664
Interest Earnings	$8,587	$630	$1,911	$3,249	$4,647	$6,107	$7,630	$9,218	$10,875	$794	$2,417	$4,113	$5,884	$7,732	$9,661
Total Revenue	**$89,682**	**$84,158**	**$87,945**	**$91,864**	**$95,920**	**$100,118**	**$104,461**	**$108,954**	**$113,603**	**$106,604**	**$111,401**	**$116,367**	**$121,506**	**$126,823**	**$132,325**
CSA Street Maintenance Program	$621,405								$787,178						
Total Expenditures	**$621,405**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$787,178**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Year End Fund Balance	**$214**	**$84,372**	**$172,317**	**$264,181**	**$360,101**	**$460,219**	**$564,680**	**$673,634**	**$59**	**$106,663**	**$218,064**	**$334,431**	**$455,937**	**$582,760**	**$715,085**
Total Street EDU in CSA-17	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**	**224**
Proposed CSA-17 Street Assessment per EDU	**$361.96**	**$372.82**	**$384.00**	**$395.52**	**$407.39**	**$419.61**	**$432.20**	**$445.16**	**$458.52**	**$472.27**	**$486.44**	**$501.04**	**$516.07**	**$531.55**	**$547.50**

[1] Figures in tables may not foot due to rounding.

APPENDIX E:
FISCAL YEAR 2026/27 ASSESSSMENT ROLL

The following pages provide the Fiscal Year 2026/27 Assessment Roll for CSA-17.

County of Monterey
County Service Area No. 17

FY 2026/27 Assessment Roll

Assessor's Parcel Number	Parcel Acres	Land Use	Transportation EDUs	Transportation Assessment Rate	Storm Drainage Access EDU's	Storm Drainage Impervious EDU's	Total Storm Drainage EDUs	Storm Drainage Assessment Rate	Administration EDUs	Administration Assessment Rate	Fiscal Year 2026/27 Assessment
											Total
169-081-007-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.22	1.00	$ 172.41	$ 723.08
169-081-008-000	1.00	VAC	0.0040	$ 1.16	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 298.03
169-081-009-000	1.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-010-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-011-000	1.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-012-000	1.49	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-013-000	1.54	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-014-000	1.22	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-015-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-016-000	1.06	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-017-000	1.11	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-018-000	1.07	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-019-000	1.21	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-020-000	1.03	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-021-000	1.24	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-022-000	1.03	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-081-023-000	0.98	SFR	1.0000	$ 289.45	1.00	1.08	2.08	$ 258.86	1.00	$ 172.41	$ 720.73
169-081-024-000	4.27	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-081-025-000	2.99	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-241-001-000	0.53	SFR	1.0000	$ 289.45	1.00	0.58	1.58	$ 196.64	1.00	$ 172.41	$ 658.50
169-241-002-000	0.47	SFR	1.0000	$ 289.45	1.00	0.52	1.52	$ 189.17	1.00	$ 172.41	$ 651.04
169-241-003-000	0.43	SFR	1.0000	$ 289.45	1.00	0.47	1.47	$ 182.95	1.00	$ 172.41	$ 644.81
169-241-004-000	0.45	SFR	1.0000	$ 289.45	1.00	0.50	1.50	$ 186.68	1.00	$ 172.41	$ 648.55
169-241-005-000	0.44	SFR	1.0000	$ 289.45	1.00	0.48	1.48	$ 184.19	1.00	$ 172.41	$ 646.06
169-241-006-000	0.47	SFR	1.0000	$ 289.45	1.00	0.52	1.52	$ 189.17	1.00	$ 172.41	$ 651.04
169-241-007-000	0.44	SFR	1.0000	$ 289.45	1.00	0.48	1.48	$ 184.19	1.00	$ 172.41	$ 646.06
169-241-008-000	0.42	SFR	1.0000	$ 289.45	1.00	0.46	1.46	$ 181.70	1.00	$ 172.41	$ 643.57
169-241-009-000	0.46	SFR	1.0000	$ 289.45	1.00	0.51	1.51	$ 187.92	1.00	$ 172.41	$ 649.79
169-241-010-000	0.54	SFR	1.0000	$ 289.45	1.00	0.59	1.59	$ 197.88	1.00	$ 172.41	$ 659.75
169-241-011-000	0.47	SFR	1.0000	$ 289.45	1.00	0.52	1.52	$ 189.17	1.00	$ 172.41	$ 651.04
169-241-012-000	0.40	SFR	1.0000	$ 289.45	1.00	0.43	1.43	$ 177.97	1.00	$ 172.41	$ 639.83
169-241-013-000	0.39	SFR	1.0000	$ 289.45	1.00	0.43	1.43	$ 177.97	1.00	$ 172.41	$ 639.83
169-241-014-000	0.88	SFR	1.0000	$ 289.45	1.00	0.97	1.97	$ 245.17	1.00	$ 172.41	$ 707.04
169-241-015-000	0.65	SFR	1.0000	$ 289.45	1.00	0.71	1.71	$ 212.82	1.00	$ 172.41	$ 674.68
169-241-016-000	0.57	SFR	1.0000	$ 289.45	1.00	0.63	1.63	$ 202.86	1.00	$ 172.41	$ 664.73
169-241-017-000	0.62	SFR	1.0000	$ 289.45	1.00	0.68	1.68	$ 209.08	1.00	$ 172.41	$ 670.95
169-241-018-000	0.77	SFR	1.0000	$ 289.45	1.00	0.85	1.85	$ 230.24	1.00	$ 172.41	$ 692.11
169-241-019-000	7.37	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-251-001-000	0.44	SFR	1.0000	$ 289.45	1.00	0.48	1.48	$ 184.19	1.00	$ 172.41	$ 646.06
169-251-002-000	0.49	SFR	1.0000	$ 289.45	1.00	0.54	1.54	$ 191.66	1.00	$ 172.41	$ 653.52
169-251-005-000	0.47	SFR	1.0000	$ 289.45	1.00	0.52	1.52	$ 189.17	1.00	$ 172.41	$ 651.04
169-251-006-000	0.54	SFR	1.0000	$ 289.45	1.00	0.59	1.59	$ 197.88	1.00	$ 172.41	$ 659.75
169-251-007-000	0.49	SFR	1.0000	$ 289.45	1.00	0.54	1.54	$ 191.66	1.00	$ 172.41	$ 653.52
169-251-008-000	0.48	SFR	1.0000	$ 289.45	1.00	0.53	1.53	$ 190.41	1.00	$ 172.41	$ 652.28
169-251-009-000	0.47	SFR	1.0000	$ 289.45	1.00	0.52	1.52	$ 189.17	1.00	$ 172.41	$ 651.04
169-251-010-000	0.44	SFR	1.0000	$ 289.45	1.00	0.48	1.48	$ 184.19	1.00	$ 172.41	$ 646.06
169-251-011-000	0.45	SFR	1.0000	$ 289.45	1.00	0.49	1.49	$ 185.44	1.00	$ 172.41	$ 647.30
169-251-012-000	0.46	SFR	1.0000	$ 289.45	1.00	0.51	1.51	$ 187.92	1.00	$ 172.41	$ 649.79
169-251-013-000	0.48	SFR	1.0000	$ 289.45	1.00	0.53	1.53	$ 190.41	1.00	$ 172.41	$ 652.28
169-251-014-000	0.49	SFR	1.0000	$ 289.45	1.00	0.54	1.54	$ 191.66	1.00	$ 172.41	$ 653.52
169-251-015-000	5.84	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-251-017-000	0.62	SFR	1.0000	$ 289.45	1.00	0.68	1.68	$ 209.08	1.00	$ 172.41	$ 670.95
169-251-018-000	0.44	SFR	1.0000	$ 289.45	1.00	0.48	1.48	$ 184.19	1.00	$ 172.41	$ 646.06

County of Monterey
County Service Area No. 17

FY 2026/27 Assessment Roll

Assessor's Parcel Number	Parcel Acres	Land Use	Transportation EDUs	Transportation Assessment Rate	Storm Drainage Access EDU's	Storm Drainage Impervious EDU's	Total Storm Drainage EDUs	Storm Drainage Assessment Rate	Administration EDUs	Administration Assessment Rate	Fiscal Year 2026/27 Assessment
											Total
169-261-001-000	1.55	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-261-002-000	0.45	SFR	1.0000	$ 289.45	1.00	0.49	1.49	$ 185.44	1.00	$ 172.41	$ 647.30
169-261-003-000	0.62	SFR	1.0000	$ 289.45	1.00	0.68	1.68	$ 209.08	1.00	$ 172.41	$ 670.95
169-261-004-000	0.48	SFR	1.0000	$ 289.45	1.00	0.53	1.53	$ 190.41	1.00	$ 172.41	$ 652.28
169-261-005-000	1.28	VAC	0.0040	$ 1.16	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 298.03
169-261-006-000	0.43	SFR	1.0000	$ 289.45	1.00	0.47	1.47	$ 182.95	1.00	$ 172.41	$ 644.81
169-261-007-000	0.40	SFR	1.0000	$ 289.45	1.00	0.44	1.44	$ 179.21	1.00	$ 172.41	$ 641.08
169-261-008-000	0.38	SFR	1.0000	$ 289.45	1.00	0.42	1.42	$ 176.72	1.00	$ 172.41	$ 638.59
169-261-009-000	0.55	SFR	1.0000	$ 289.45	1.00	0.60	1.60	$ 199.13	1.00	$ 172.41	$ 660.99
169-261-010-000	0.41	SFR	1.0000	$ 289.45	1.00	0.45	1.45	$ 180.46	1.00	$ 172.41	$ 642.32
169-261-011-000	1.16	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-261-012-000	0.42	SFR	1.0000	$ 289.45	1.00	0.46	1.46	$ 181.70	1.00	$ 172.41	$ 643.57
169-261-013-000	0.49	SFR	1.0000	$ 289.45	1.00	0.54	1.54	$ 191.66	1.00	$ 172.41	$ 653.52
169-261-014-000	5.00	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-261-015-000	0.48	SFR	1.0000	$ 289.45	1.00	0.53	1.53	$ 190.41	1.00	$ 172.41	$ 652.28
169-261-016-000	0.51	SFR	1.0000	$ 289.45	1.00	0.56	1.56	$ 194.15	1.00	$ 172.41	$ 656.01
169-261-017-000	0.43	SFR	1.0000	$ 289.45	1.00	0.47	1.47	$ 182.95	1.00	$ 172.41	$ 644.81
169-261-018-000	0.49	SFR	1.0000	$ 289.45	1.00	0.53	1.53	$ 190.41	1.00	$ 172.41	$ 652.28
169-261-019-000	0.35	SFR	1.0000	$ 289.45	1.00	0.38	1.38	$ 171.75	1.00	$ 172.41	$ 633.61
169-261-020-000	0.65	SFR	1.0000	$ 289.45	1.00	0.71	1.71	$ 212.82	1.00	$ 172.41	$ 674.68
169-261-021-000	0.62	SFR	1.0000	$ 289.45	1.00	0.68	1.68	$ 209.08	1.00	$ 172.41	$ 670.95
169-261-022-000	0.60	SFR	1.0000	$ 289.45	1.00	0.66	1.66	$ 206.59	1.00	$ 172.41	$ 668.46
169-262-001-000	0.73	SFR	1.0000	$ 289.45	1.00	0.80	1.80	$ 224.02	1.00	$ 172.41	$ 685.88
169-262-002-000	0.06	UTL	0.0070	$ 2.03	1.00	0.02	1.02	$ 126.94	1.00	$ 172.41	$ 301.38
169-262-003-000	0.57	SFR	1.0000	$ 289.45	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 586.32
169-262-004-000	0.85	SFR	1.0000	$ 289.45	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 586.32
169-262-005-000	0.48	SFR	1.0000	$ 289.45	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 586.32
169-262-006-000	0.48	SFR	1.0000	$ 289.45	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 586.32
169-262-007-000	4.83	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-271-001-000	0.74	SFR	1.0000	$ 289.45	1.00	0.81	1.81	$ 225.26	1.00	$ 172.41	$ 687.13
169-271-002-000	0.69	SFR	1.0000	$ 289.45	1.00	0.76	1.76	$ 219.04	1.00	$ 172.41	$ 680.90
169-271-003-000	0.88	SFR	1.0000	$ 289.45	1.00	0.97	1.97	$ 245.17	1.00	$ 172.41	$ 707.04
169-271-004-000	0.74	SFR	1.0000	$ 289.45	1.00	0.81	1.81	$ 225.26	1.00	$ 172.41	$ 687.13
169-271-005-000	0.71	SFR	1.0000	$ 289.45	1.00	0.78	1.78	$ 221.53	1.00	$ 172.41	$ 683.39
169-271-006-000	0.59	SFR	1.0000	$ 289.45	1.00	0.65	1.65	$ 205.35	1.00	$ 172.41	$ 667.21
169-271-007-000	0.53	UTL	0.0070	$ 2.03	1.00	0.20	1.20	$ 149.34	1.00	$ 172.41	$ 323.78
169-272-001-000	1.19	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-272-002-000	0.89	SFR	1.0000	$ 289.45	1.00	0.98	1.98	$ 246.42	1.00	$ 172.41	$ 708.28
169-272-003-000	0.99	SFR	1.0000	$ 289.45	1.00	1.09	2.09	$ 260.11	1.00	$ 172.41	$ 721.97
169-272-004-000	0.90	SFR	1.0000	$ 289.45	1.00	0.99	1.99	$ 247.66	1.00	$ 172.41	$ 709.53
169-272-005-000	0.73	SFR	1.0000	$ 289.45	1.00	0.80	1.80	$ 224.02	1.00	$ 172.41	$ 685.88
169-272-006-000	0.60	SFR	1.0000	$ 289.45	1.00	0.66	1.66	$ 206.59	1.00	$ 172.41	$ 668.46
169-272-009-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-272-010-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-272-011-000	9.04	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-272-012-000	0.93	SFR	1.0000	$ 289.45	1.00	1.02	2.02	$ 251.40	1.00	$ 172.41	$ 713.26
169-272-013-000	1.54	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-281-001-000	0.64	SFR	1.0000	$ 289.45	1.00	0.70	1.70	$ 211.57	1.00	$ 172.41	$ 673.44
169-281-002-000	0.60	SFR	1.0000	$ 289.45	1.00	0.66	1.66	$ 206.59	1.00	$ 172.41	$ 668.46
169-281-003-000	0.59	SFR	1.0000	$ 289.45	1.00	0.65	1.65	$ 205.35	1.00	$ 172.41	$ 667.21
169-281-004-000	0.46	SFR	1.0000	$ 289.45	1.00	0.51	1.51	$ 187.92	1.00	$ 172.41	$ 649.79
169-282-001-000	1.13	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-283-001-000	0.50	SFR	1.0000	$ 289.45	1.00	0.55	1.55	$ 192.90	1.00	$ 172.41	$ 654.77
169-283-002-000	0.59	SFR	1.0000	$ 289.45	1.00	0.65	1.65	$ 205.35	1.00	$ 172.41	$ 667.21
169-283-003-000	0.55	SFR	1.0000	$ 289.45	1.00	0.60	1.60	$ 199.13	1.00	$ 172.41	$ 660.99
169-283-004-000	0.52	SFR	1.0000	$ 289.45	1.00	0.57	1.57	$ 195.39	1.00	$ 172.41	$ 657.26
169-283-005-000	0.53	SFR	1.0000	$ 289.45	1.00	0.58	1.58	$ 196.64	1.00	$ 172.41	$ 658.50
169-283-006-000	0.56	SFR	1.0000	$ 289.45	1.00	0.62	1.62	$ 201.61	1.00	$ 172.41	$ 663.48
169-283-007-000	0.50	SFR	1.0000	$ 289.45	1.00	0.55	1.55	$ 192.90	1.00	$ 172.41	$ 654.77
169-283-008-000	0.88	SFR	1.0000	$ 289.45	1.00	0.97	1.97	$ 245.17	1.00	$ 172.41	$ 707.04

County of Monterey
County Service Area No. 17

FY 2026/27 Assessment Roll

Assessor's Parcel Number	Parcel Acres	Land Use	Transportation EDUs	Transportation Assessment Rate	Storm Drainage Access EDU's	Storm Drainage Impervious EDU's	Total Storm Drainage EDUs	Storm Drainage Assessment Rate	Administration EDUs	Administration Assessment Rate	Fiscal Year 2026/27 Assessment
											Total
169-283-009-000	0.51	SFR	1.0000	$ 289.45	1.00	0.56	1.56	$ 194.15	1.00	$ 172.41	$ 656.01
169-284-001-000	1.50	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-284-002-000	0.57	SFR	1.0000	$ 289.45	1.00	0.63	1.63	$ 202.86	1.00	$ 172.41	$ 664.73
169-284-003-000	0.56	SFR	1.0000	$ 289.45	1.00	0.62	1.62	$ 201.61	1.00	$ 172.41	$ 663.48
169-284-004-000	1.93	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-284-005-000	0.53	SFR	1.0000	$ 289.45	1.00	0.58	1.58	$ 196.64	1.00	$ 172.41	$ 658.50
169-284-006-000	0.65	SFR	1.0000	$ 289.45	1.00	0.71	1.71	$ 212.82	1.00	$ 172.41	$ 674.68
169-284-007-000	0.69	SFR	1.0000	$ 289.45	1.00	0.76	1.76	$ 219.04	1.00	$ 172.41	$ 680.90
169-291-001-000	1.90	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-291-002-000	1.19	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-291-003-000	1.30	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-291-007-000	0.90	SFR	1.0000	$ 289.45	1.00	0.99	1.99	$ 247.66	1.00	$ 172.41	$ 709.53
169-291-008-000	0.60	SFR	1.0000	$ 289.45	1.00	0.66	1.66	$ 206.59	1.00	$ 172.41	$ 668.46
169-291-009-000	0.67	SFR	1.0000	$ 289.45	1.00	0.73	1.73	$ 215.30	1.00	$ 172.41	$ 677.17
169-291-010-000	0.67	SFR	1.0000	$ 289.45	1.00	0.74	1.74	$ 216.55	1.00	$ 172.41	$ 678.42
169-291-013-000	1.12	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-291-015-000	1.43	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-291-016-000	1.39	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-301-001-000	0.63	SFR	1.0000	$ 289.45	1.00	0.69	1.69	$ 210.33	1.00	$ 172.41	$ 672.19
169-301-002-000	0.68	SFR	1.0000	$ 289.45	1.00	0.75	1.75	$ 217.79	1.00	$ 172.41	$ 679.66
169-301-003-000	0.77	SFR	1.0000	$ 289.45	1.00	0.85	1.85	$ 230.24	1.00	$ 172.41	$ 692.11
169-301-004-000	0.51	SFR	1.0000	$ 289.45	1.00	0.56	1.56	$ 194.15	1.00	$ 172.41	$ 656.01
169-301-005-000	8.11	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-302-001-000	0.45	SFR	1.0000	$ 289.45	1.00	0.49	1.49	$ 185.44	1.00	$ 172.41	$ 647.30
169-302-002-000	1.14	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-003-000	1.57	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-004-000	1.08	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-005-000	1.46	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-006-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-007-000	1.10	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-302-008-000	0.70	SFR	1.0000	$ 289.45	1.00	0.77	1.77	$ 220.28	1.00	$ 172.41	$ 682.15
169-311-001-000	7.47	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-321-001-000	11.13	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-321-002-000	6.31	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-331-001-000	1.07	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-002-000	1.16	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-003-000	1.64	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-004-000	7.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-005-000	2.18	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-006-000	1.34	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-331-007-000	1.26	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-332-001-000	1.53	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-332-002-000	1.68	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-332-003-000	1.79	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-341-001-000	0.98	SFR	1.0000	$ 289.45	1.00	1.08	2.08	$ 258.86	1.00	$ 172.41	$ 720.73
169-341-002-000	0.79	SFR	1.0000	$ 289.45	1.00	0.87	1.87	$ 232.73	1.00	$ 172.41	$ 694.59
169-341-003-000	0.75	SFR	1.0000	$ 289.45	1.00	0.82	1.82	$ 226.51	1.00	$ 172.41	$ 688.37
169-341-004-000	1.11	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-341-005-000	1.63	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-341-006-000	1.19	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-341-007-000	1.13	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-341-008-000	1.24	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-342-001-000	0.76	SFR	1.0000	$ 289.45	1.00	0.83	1.83	$ 227.75	1.00	$ 172.41	$ 689.62
169-342-002-000	0.89	SFR	1.0000	$ 289.45	1.00	0.98	1.98	$ 246.42	1.00	$ 172.41	$ 708.28
169-342-003-000	0.98	SFR	1.0000	$ 289.45	1.00	1.08	2.08	$ 258.86	1.00	$ 172.41	$ 720.73
169-342-004-000	1.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-342-005-000	0.99	SFR	1.0000	$ 289.45	1.00	1.09	2.09	$ 260.11	1.00	$ 172.41	$ 721.97
169-342-006-000	1.09	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-342-007-000	0.99	SFR	1.0000	$ 289.45	1.00	1.09	2.09	$ 260.11	1.00	$ 172.41	$ 721.97
169-342-008-000	1.63	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22

County of Monterey
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FY 2026/27 Assessment Roll

Assessor's Parcel Number	Parcel Acres	Land Use	Transportation EDUs	Transportation Assessment Rate	Storm Drainage Access EDU's	Storm Drainage Impervious EDU's	Total Storm Drainage EDUs	Storm Drainage Assessment Rate	Administration EDUs	Administration Assessment Rate	Fiscal Year 2026/27 Assessment
											Total
169-342-009-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-342-010-000	0.75	SFR	1.0000	$ 289.45	1.00	0.82	1.82	$ 226.51	1.00	$ 172.41	$ 688.37
169-342-011-000	0.35	UTL	0.0070	$ 2.03	1.00	0.13	1.13	$ 140.63	1.00	$ 172.41	$ 315.07
169-342-012-000	1.18	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-351-002-000	0.98	SFR	1.0000	$ 289.45	1.00	1.08	2.08	$ 258.86	1.00	$ 172.41	$ 720.73
169-351-003-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-351-004-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-351-005-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-351-006-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-352-001-000	2.27	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-352-002-000	0.98	SFR	1.0000	$ 289.45	1.00	1.08	2.08	$ 258.86	1.00	$ 172.41	$ 720.73
169-352-003-000	1.08	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-352-004-000	1.99	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-001-000	1.05	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-002-000	0.94	SFR	1.0000	$ 289.45	1.00	1.03	2.03	$ 252.64	1.00	$ 172.41	$ 714.51
169-353-003-000	1.47	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-004-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-005-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-006-000	1.00	SFR	1.0000	$ 289.45	1.00	1.09	2.09	$ 260.11	1.00	$ 172.41	$ 721.97
169-353-007-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-008-000	1.07	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-009-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-010-000	0.76	SFR	1.0000	$ 289.45	1.00	0.84	1.84	$ 228.99	1.00	$ 172.41	$ 690.86
169-353-011-000	1.02	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-012-000	1.03	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-353-013-000	0.99	SFR	1.0000	$ 289.45	1.00	1.09	2.09	$ 260.11	1.00	$ 172.41	$ 721.97
169-361-001-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-361-002-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-361-003-000	0.97	SFR	1.0000	$ 289.45	1.00	1.07	2.07	$ 257.62	1.00	$ 172.41	$ 719.49
169-361-004-000	1.37	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-361-006-000	1.03	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-361-007-000	0.92	SFR	1.0000	$ 289.45	1.00	1.01	2.01	$ 250.15	1.00	$ 172.41	$ 712.02
169-361-008-000	0.89	SFR	1.0000	$ 289.45	1.00	0.97	1.97	$ 245.17	1.00	$ 172.41	$ 707.04
169-361-009-000	0.79	SFR	1.0000	$ 289.45	1.00	0.87	1.87	$ 232.73	1.00	$ 172.41	$ 694.59
169-361-010-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-361-011-000	1.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-362-001-000	0.83	SFR	1.0000	$ 289.45	1.00	0.91	1.91	$ 237.71	1.00	$ 172.41	$ 699.57
169-362-002-000	0.62	SFR	1.0000	$ 289.45	1.00	0.68	1.68	$ 209.08	1.00	$ 172.41	$ 670.95
169-363-002-000	0.50	SFR	1.0000	$ 289.45	1.00	0.55	1.55	$ 192.90	1.00	$ 172.41	$ 654.77
169-363-003-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-363-006-000	1.16	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-363-007-000	1.12	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-363-008-000	1.14	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-363-009-000	1.03	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-363-010-000	0.56	SFR	1.0000	$ 289.45	1.00	0.62	1.62	$ 201.61	1.00	$ 172.41	$ 663.48
169-363-011-000	1.18	EXE	0.0000	$ -	0.00	0.00	0.00	$ -	0.00	$ -	$ -
169-364-001-000	0.61	SFR	1.0000	$ 289.45	1.00	0.67	1.67	$ 207.84	1.00	$ 172.41	$ 669.70
169-364-002-000	0.74	SFR	1.0000	$ 289.45	1.00	0.81	1.81	$ 225.26	1.00	$ 172.41	$ 687.13
169-364-003-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-371-001-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-371-002-000	1.13	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-371-003-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-371-004-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-371-005-000	3.31	VAC	0.0040	$ 1.16	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 298.03
169-371-006-000	7.71	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-381-001-000	1.01	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-381-002-000	1.02	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-381-003-000	1.04	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-381-004-000	1.08	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-381-005-000	0.76	SFR	1.0000	$ 289.45	1.00	0.84	1.84	$ 228.99	1.00	$ 172.41	$ 690.86

County of Monterey
County Service Area No. 17

FY 2026/27 Assessment Roll

Assessor's Parcel Number	Parcel Acres	Land Use	Transportation EDUs	Transportation Assessment Rate	Storm Drainage Access EDU's	Storm Drainage Impervious EDU's	Total Storm Drainage EDUs	Storm Drainage Assessment Rate	Administration EDUs	Administration Assessment Rate	Fiscal Year 2026/27 Assessment
											Total
169-381-007-000	0.66	UTL	0.0070	$ 2.03	1.00	0.25	1.25	$ 155.57	1.00	$ 172.41	$ 330.01
169-381-008-000	1.88	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-001-000	12.85	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-002-000	2.24	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-003-000	2.45	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-004-000	1.00	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-005-000	0.82	VAC	0.0040	$ 1.16	1.00	0.00	1.00	$ 124.45	1.00	$ 172.41	$ 298.03
169-391-006-000	0.79	SFR	1.0000	$ 289.45	1.00	0.87	1.87	$ 232.73	1.00	$ 172.41	$ 694.59
169-391-007-000	0.78	SFR	1.0000	$ 289.45	1.00	0.86	1.86	$ 231.48	1.00	$ 172.41	$ 693.35
169-391-008-000	1.44	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
169-391-009-000	1.66	SFR	1.0000	$ 289.45	1.00	1.10	2.10	$ 261.35	1.00	$ 172.41	$ 723.22
CSA-17 Totals			**224.0440**	**$ 64,850.11**	**232.00**	**194.46**	**426.46**	**$ 53,074.34**	**232.00**	**$ 40,000.00**	**$ 157,924.45**

Attachment F

Board of Supervisors
County of Monterey, State of California

Resolution No. 26-0_____

Acting on behalf of County Service Area No. 17 -Rancho Tierra Grande)
Adopt a Resolution to:)
a. Approve the Engineer's Report for County Service Area No. 17 – Rancho Tierra Grande;)
b. Declare intent to set the County Service Area 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year 2026/27 Assessment Roll, to take effect in Fiscal Year 2026/27, with subsequent annual increases corresponding with the Engineering News Record's San Francsico Construction Cost Index; and)
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in County Service Area No. 17 – Rancho Tierra Grande and direct Public Works, Facilities and Parks (PWFP) to publish notice of public hearing.)

WHEREAS, County Service Area No. 17 – Rancho Tierra Grande (CSA 17) is located in Mid-Valley, north of the intersection of Tierra Grande and Carmel Valley Road and consists of 225 single family residences; and

WHEREAS, CSA 17 manages and provides services to the properties located in CSA 17 pursuant to LAFCO Resolution 09-17; and

WHEREAS, the County has initiated proceedings to set the CSA 17 annual assessments in accordance with Article XII D of the California Constitution and the Proposition 218 Omnibus Implementation Act ("Assessment Law"); and

WHEREAS, the Assessment Engineer appointed by the County, Harris & Associates, has filed with the County Clerk of the Board, and the County Clerk of the Board has presented to the County Board of Supervisors a report (the "Engineer's Report") regarding the proposed setting of the CSA 17 annual assessments; and

WHEREAS, the County Board of Supervisors accepts and approves the Engineer's Report as filed; and

WHEREAS, The Engineer's Report includes the plans, specifications, general descriptions, estimate of the annual maintenance cost, capital reserve collections, and emergency reserve collections for storm drainage, open space and street infrastructure, the diagrams and the proposed assessments, method of assessment is hereby approved as filed [or modified] and incorporated herein by reference. The Engineer's Report shall stand as the report for the purpose of all subsequent proceedings under the Act and Article XIIID, except that it may be confirmed, modified or corrected as provided in the Assessment Law; and

WHEREAS, The County Board of Supervisors hereby declares its intention to set the CSA 17 annual assessments, with subsequent annual increase corresponding with the Engineering News Record San Francisco Construction Cost Index to the maximum assessments in CSA 17. The boundaries of CSA 17 cover the real property benefited by the improvements and services provided and will not be changed with the restructuring. The County Board of Supervisors hereby declares and finds the lands within the boundaries of CSA 17 to be specially benefited by the improvements and services provided therein; and

WHEREAS, the purpose of CSA 17 is to fund the annual maintenance, operations and administrative costs, as well as the development of capital and emergency reserves needed to repair and replace infrastructure for storm drain disposal, storm drainage maintenance, open space maintenance and street maintenance. All improvements funded by CSA 17 shall be done in accordance with the Engineer's Report on file in the office of the County Clerk of the Board and which is incorporated by herein this reference. The Engineer's Report and its exhibits contain a full and detailed description of the improvements, and the maintenance and servicing thereof, which are funded by CSA 17, the proposed changes to the assessments, the method of assessment, with subsequent annual increase corresponding with the Engineering News Record's Construction Cost Index proposed upon the assessable properties in CSA 17; and

WHEREAS, on Tuesday, June 23, 2026, at the hour of 1.30 PM in the County Board of Supervisors Chambers, 168 West Alisal Street, Salinas, the County Board of Supervisors will conduct a public hearing and take action regarding the setting of the annual assessments and the proposed annual increases, as set forth in the Engineer's Report. Any interested person may appear and address the County Board of Supervisors on the matters presented; and

WHEREAS, the County Clerk of the Board is hereby directed to give notice of such hearing by mailing notices thereof, together with assessment ballots, in the time, form and manner provided by Section 53753 of the California Government Code, and upon the completion of the mailing of said notices and assessment ballots, the County Clerk of the Board is hereby directed to file with the County Board of Supervisors an affidavit setting forth the time and manner of the compliance with the requirements of law for mailing said notices and assessment ballots. The County Clerk of the Board shall cause notice of the public hearing to be given by mailing, postage prepaid, in the United States mail, and such notice shall be deemed to have been given when deposited in such mail. The notice shall be mailed not less than forty-five (45) days prior to the date of the public hearing.

NOW, THEREFORE, **BE IT RESOLVED THAT** by the Board of Supervisors in and for the County of Monterey, acting on behalf of County Service Area No. 17 – Rancho Tierra Grande, as follows that said Board:

a. Approve the Engineer's Report for County Service Area No. 17 – Rancho Tierra Grande;
b. Declare intent to set the County Service Area 17 annual assessments for each parcel as provided in Appendix E: Fiscal Year 2026/27 Assessment Roll, to take effect in Fiscal Year 2026/27, with subsequent annual increases corresponding with the Engineering News Record's San Francsico Construction Cost Index; and
c. Set a Public Hearing for June 23, 2026, at 1:30 p.m., to hold a Proposition 218 Election Protest Hearing for these property-related assessments in County Service Area No. 17 – Rancho Tierra Grande and direct Public Works, Facilities and Parks (PWFP) to publish notice of public hearing.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this ___ day of _____ _____, by the following vote, to wit:

AYES:
NOES:
ABSENT:

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

Dated:
File Number: _____

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

By _____
Deputy

Attachment G

Notice of Public Hearing
Proposed Monterey CSA No. 17 – Ranch Tierra Grande
County of Monterey

I. Notice

This notice informs you, as a record owner of property within the Monterey County Service Area No. 17 – Rancho Tierra Grande, which was formed on January 21, 1963, of a proposed annual assessment for CSA No. 17, hereafter referred to as Monterey County Service Area No. 17 ("CSA No. 17"). The purpose of CSA No. 17 is to establish the annual assessments for Fiscal Year 2026-27 through Proposition 218 and generate revenue from the assessments, which would be used to provide annual maintenance for CSA No. 17 active services including storm drain maintenance, surface water disposition, open space maintenance and street maintenance while building a fund balance for future capital costs and emergency reserve collections, projects, repairs, and replacement as the infrastructure continue to age and deteriorate, with subsequent annual increases corresponding with the San Francisco Construction Cost Index.

The revenue generated by CSA No. 17 from AB 8 funds, interest earnings, and Homeowner's Tax Relief has historically been insufficient to maintain the infrastructure within the CSA. The proposed annual assessments for CSA No. 17 will cover the ongoing services of storm drain maintenance, surface water disposition, along with the proposed addition of street maintenance. Open space maintenance will be funded by AB8 revenue.

The County of Monterey Board Supervisors adopted a Resolution of Intention declaring their intention to set the annual assessments and a Notice of Assessment and Assessment Ballot have been mailed to each affected parcel at least 45 days prior to the County holding a Public Hearing on the annual assessment. The Public Hearing has been scheduled for June 23, 2026. If the proposed annual assessment for CSA No. 17 is approved by the property owners, the new assessments will begin to be assessed. This WILL be an additional assessment.

The Public Hearing will be held during a regular meeting of the Monterey County Board of Supervisors on

June 23, 2026, at 1:30 p.m.

All interested persons are invited to attend the Public Hearing and express opinions on the matter of the proposed annual assessments. You will have an opportunity to speak in favor of, or opposed to, the proposed new assessment during the meeting by submitting a "Request to Speak" form to the Clerk of the Board.

You are encouraged to complete the Request to Speak form prior to the start of the meeting. Verbal comments alone do not qualify as a formal protest against, or formal support for the proposed new assessment. Your formal position on the assessment is established by completing and submitting your assessment ballot. Property owners may submit their assessment ballot to the County Clerk of the Board at any time prior to the close of the Public Hearing through Mail Delivery or In-Person Delivery. Persons who wish to submit an assessment ballot should mail or personally deliver it as shown on the back of this notice and in accordance with the directions provided on the back of the ballot under "Summary of Assessment Ballot Procedures".

Mail Delivery: If by mail, place the ballot in the mail with sufficient time to be received no later than June 23, 2026 at 1:30pm. If your ballot is not received by this date and time, the ballot will not be counted. Please note that postmarks cannot be accepted. Please mail the ballot to:

County of Monterey
Attention: County Clerk of the Board
168 West Alisal St., 1st Floor
Salinas CA, 93901

Personal Delivery: The ballot may also be delivered directly to the County Clerk of the Board on or before the close of the Public Hearing.

II. Assessment Information

1. Name of Assessment: Monterey County Service Area No. 17- Rancho Tierra Grande

2. Total Proposed Assessment for the Entire Proposed District: 225 parcels assessed totaling $157,924.45

3. Your Proposed Total Assessment: The proposed maximum assessment on your property for the 2026-27 fiscal year is shown on your assessment ballot.

4. Duration of the Proposed Assessment: The new assessment to maintain and service district improvements is proposed to be levied every year, with annual adjustments for inflation connected to San Francisco Construction Cost Index, continuing until such time as the County no longer maintains the district improvements.

5. Reason for the Proposed Annual Assessment of Monterey CSA No. 17: To generate revenue from the assessments, which would be used to provide annual maintenance, operations and administrative cost, as well as the development of capital and emergency reserves needed to repair and replace infrastructure for existing services for storm drain maintenance and surface water disposition , along with the proposed addition of street maintenance.

6. Calculation of the Assessment: If approved, the proposed annual assessment will be levied on the net amount of the cost and expenses of the infrastructure to be assessed upon each lot or parcel of land within CSA 17, in proportion to the estimated benefits to be received by such lots and parcels. If there is a majority protest the proposed annual assessments, the CSA No. 17 assessment will not take effect.

The amount of the proposed annual assessment is calculated based upon the Equivalent Dwelling Unit (EDU) method, which is a standard best practice that is used regularly in benefit assessment districts throughout the State of California. The exact method and formula of spreading the assessment is set forth in the Engineer's Report for the CSA No. 17, a copy of which is on file with the County Clerk-Board and available for review.

The assessment shown on the ballot is the maximum amount that can be charged commencing in Fiscal Year 2026-27 and the maximum assessment amount may be adjusted annually based on the annual increases corresponding with the San Francisco Construction Cost Index. The actual assessments levied in any fiscal year will be as approved by the Board of Supervisors and may not exceed the maximum assessment rate without receiving property owner approval for an increase.

7. Assessment Balloting Results: If a majority of the weighted assessment ballots returned are opposed to the new assessments associated with CSA No. 17, the proposed new assessment will not be imposed. Assessment Ballots are weighted proportionally by each parcel's proposed assessment amount (simplified, this means 1 vote for each $1 of proposed new assessment).

III. Questions Regarding These Proceedings

If you have any questions about this process, please contact Tom Moss in the Public Works, Facilities and Parks Department of the County at (831) 755-5847. Please leave a message with your name and phone number, and your call will be returned.

Attachment H

«ASMT_NO»
County Clerk-Board
County of Monterey
168 West Alisal St.
Salinas, California 93901

OFFICIAL ASSESSMENT BALLOT
County of Monterey

Monterey CSA No. 17

Assessment Number: «ASMT_NO»
Assessor's Parcel Number: «APN»
Parcel Address: «SADD»
The proposed Maximum Assessment: «MAX_ASMT»

«OWNER»
«MSTREET»
«MCITYSTZIP»

The person completing and submitting this assessment ballot must be the record owner of the property identified above or the representative of the record owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the record owner. Please see "Summary of Assessment Balloting Procedures" on the back of this ballot for assistance in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Please mark your ballot in ink. Do not use pencil.

BALLOTS MUST BE SIGNED TO BE VALID.

Upon completion, fold the assessment ballot, place it in the return envelope and seal the envelope. Mail or deliver the assessment ballot to the address shown on the return envelope pursuant to the instructions on the back of this ballot.

Please see the "Summary of Assessment Ballot Procedures" on the back of this sheet.

For additional information about Monterey County Service Area No. 17, please see the enclosed legal notice.

This is not a bill.

✂ *Please cut along this line, fold the ballot, seal in the provided envelope, and return to the County Clerk* ✂

PROPERTY OWNER ASSESSMENT BALLOT

BALLOT

Assessment Number: «ASMT_NO»
Assessor's Parcel Number: «APN»
Owner Name: «OWNER»
Maximum Assessment for this Parcel: «MAX_ASMT»

☐ Yes, **I am IN FAVOR** of Monterey County Service Area No. 17 and the levying of the proposed annual assessment with subsequent annual increases corresponding with the San Francisco Construction Cost Index.

☐ No, **I am OPPOSED** to Monterey County Service Area No. 17 and the levying of the proposed annual assessment with subsequent annual increases corresponding with the San Francisco Construction Cost Index.

The undersigned certifies under penalty of perjury that the undersigned is entitled to complete and submit this assessment ballot.

Signature of person completing assessment ballot

Print name of person completing assessment ballot

965

SUMMARY OF ASSESSMENT BALLOT PROCEDURES

If you are the owner of the property described on the enclosed ballot, or the authorized representative of the record owner, you may submit the enclosed ballot to the County to support or oppose the Monterey County Service Area No. 17 (the "Assessment District"). Please follow the instructions below to complete and return your ballot.

1. Register your vote on the enclosed ballot in favor or against the proposed Assessment District by placing an "X" in the corresponding box.

2. Mark and sign your ballot in pen. (Assessment Ballots received without a signature will not be counted.) Do not use pencil.

3. Place your ballot into the provided return envelope and seal the envelope.

4. Mail or personally deliver your ballot to the County Clerk of the Board of County of Monterey, 168 West Alisal St. Salinas, CA 93901. The County ***must*** receive mailed assessment ballots by 1:30 p.m., June 23, 2026. **Postmarks will not be accepted.**

5. Assessment Ballots must be received by the County Clerk of the Board prior to the close of the Public Hearing concerning the proposed Assessment District on Tuesday, June 23, 2026, at the County of Monterey Government Center. The Public Hearing is scheduled for 1:30 p.m. Any ballots received after the close of the Public Hearing cannot legally be counted.

6. Following the close of the Public Hearing, the County Clerk of the Board or designee will tabulate the assessment ballots received. The ballots are weighted by the assessment amount for each property. (Simplified, this means one vote per each dollar of assessment.)

7. The Assessment District may be confirmed unless a majority of the weighted assessment ballots protest exists. A majority protest exists if, upon the close of the June 23, 2026 Public Hearing, a majority of the weighted assessment ballots returned are opposed to the new assessment, fifty percent [50%] plus one [1].

8. If a majority of the weighted assessment ballots protest exists based upon the value of the ballots received by the County Clerk of the Board prior to the close of the June 23, 2026 Public Hearing, the Assessment District will not be formed.

9. Your assessment ballot is not confidential and may be subject to public disclosure.

The information in this notice and the accompanying materials were compiled and are distributed at public expense by the County of Monterey in compliance with Proposition 218. This information is presented in the public interest. It is not intended to influence or attempt to influence the actions of the voters to vote "yes" or "no" on the enclosed ballot.

Introduced: 4/21/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Department of Public Works, Facilities and Parks to submit a grant application for up to $400,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California;
b. Authorize the Director of Public Works, Facilities and Parks or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application; and
c. Direct the Department of Public Works, Facilities and Parks staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

RECOMMENDATION:

a. Approve and authorize the Department of Public Works, Facilities and Parks (PWFP) to submit a grant application for up to $400,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California;
b. Authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application; and
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

SUMMARY:

The Department of Public Works, Facilities and Parks (PWFP) seek to submit a grant application for the funding to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California. These are critical tools for patrol and safety operations at the lakes. Should the County be awarded the grant, the grant does not require a local match, but the County will be responsible for the annual repairs and maintenance costs for the vessel over its 15 years of required service.

DISCUSSION:

California State Parks Division of the Department of Boating and Waterways (DBW) provides grants

to local government agencies to purchase boating safety and law enforcement equipment through the Boating Safety and Enforcement Equipment Grant Program (BSEE). In 2025, this highly competitive program issued $1.23 million in BSEE grant requests and 26 SAVE grants totaling $1.04 million. County Parks has been awarded grants to purchase patrol vessels through program. The most recent was in 2021, which the County took possession of in November 2024. Build delays were due to COVID and subsequent equipment shipping delays.

PWFP patrol vessels provide boating safety and law enforcement for over 11,120 surface acres of lake waters and critical medical, fire and law enforcement and at County of Monterey Lake Nacimiento and Lake San Antonio (collectively the "Lakes"). The critical nature of this response mandates the need for reliable vessels in top shape. PWFP will replace an aged 2003 patrol vessel purchased with DBW grant funds with over 2,059 motor hours and an extensive repair history. This vessel is more than 20 years old and is beyond the required service life, and is no longer in optimal, reliable form for the rigors of daily use. BSEE's Fiscal Year 2026/27 application cycle is now open from March 16 to April 30, 2026.

A requirement of the grant award is that the County surrender the retired vessel to DBW for final disposition. Per Attachment A, Overview of the BSEE Grant Application, the grant recipient (County of Monterey) shall agree that the DBW shall be the legal owner of the patrol boat and trailer purchased with the grant funds, while the County of Monterey shall be the registered owner.

Staff requests the approval of the Board of Supervisors to submit an application to BSEE for up to $400,000 in competitive federal grant a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at the Lakes. Attachment A provides an overview of grant application requirements, grant award prioritization criteria, and grant recipient requirements. Should the grant application be successful, the County will return to the Board for approval to accept the grant award and to purchase the vessels and trailers.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel reviewed this report. The Parks Commission was provided with an update on the grant application at its April 2026 meeting.

FINANCING:
Sufficient funding is available in the Fiscal Year (FY) 2025-26 Adopted Budget, General Fund 001, Park Operations Appropriation Unit PFP058 to cover costs related to staff preparing the grant application and developing specifications for the new vessel and trailer.

The California State Parks Division of Boating and Waterways Boating Safety and Enforcement Equipment Grant Program provides funding for patrol vessels and related equipment used exclusively for boating safety and law enforcement activities, with the State retaining legal ownership of the asset and imposing strict use, maintenance, audit, and replacement requirements, including potential responsibility to replace the vessel if it is lost or destroyed during the service period. Should a grant award be made, no cash match is required; however, the County will be responsible for the annual repairs and maintenance costs for the vessel over its 15 years of required service. Future budget requests will include sufficient appropriations for ongoing annual operations and maintenance costs.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Providing reliable equipment and tools to Park Rangers enhances the County's ability to deliver safe and healthy recreational experiences at the Lakes, supporting overall well-being and quality of life. With dependable equipment, Park Rangers can maintain public safety effectively and respond promptly to emergencies.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Tyler Decker, WOC Supervising Park Ranger
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - BSEE Grant Application Overview
(Attachment is on file with the Clerk of the Board)

Introduced: 4/21/2026 **Current Status:** Agenda Ready

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

a. Approve and authorize the Department of Public Works, Facilities and Parks to submit a grant application for up to $400,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California;
b. Authorize the Director of Public Works, Facilities and Parks or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application; and
c. Direct the Department of Public Works, Facilities and Parks staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

RECOMMENDATION:

a. Approve and authorize the Department of Public Works, Facilities and Parks (PWFP) to submit a grant application for up to $400,000 in competitive grant funding from the California State Parks Department Division of Boating and Waterways for grant funds to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California;
b. Authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to conduct all negotiations and sign and submit all documents which may be necessary for the completion of the Grant application; and
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

SUMMARY:

The Department of Public Works, Facilities and Parks (PWFP) seek to submit a grant application for the funding to purchase a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at Lakes San Antonio and Nacimiento in South Monterey County, California. These are critical tools for patrol and safety operations at the lakes. Should the County be awarded the grant, the grant does not require a local match, but the County will be responsible for the annual repairs and maintenance costs for the vessel over its 15 years of required service.

DISCUSSION:

California State Parks Division of the Department of Boating and Waterways (DBW) provides grants to local government agencies to purchase boating safety and law enforcement equipment through the

Boating Safety and Enforcement Equipment Grant Program (BSEE). In 2025, this highly competitive program issued $1.23 million in BSEE grant requests and 26 SAVE grants totaling $1.04 million. County Parks has been awarded grants to purchase patrol vessels through program. The most recent was in 2021, which the County took possession of in November 2024. Build delays were due to COVID and subsequent equipment shipping delays.

PWFP patrol vessels provide boating safety and law enforcement for over 11,120 surface acres of lake waters and critical medical, fire and law enforcement and at County of Monterey Lake Nacimiento and Lake San Antonio (collectively the "Lakes"). The critical nature of this response mandates the need for reliable vessels in top shape. PWFP will replace an aged 2003 patrol vessel purchased with DBW grant funds with over 2,059 motor hours and an extensive repair history. This vessel is more than 20 years old and is beyond the required service life, and is no longer in optimal, reliable form for the rigors of daily use. BSEE's Fiscal Year 2026/27 application cycle is now open from March 16 to April 30, 2026.

A requirement of the grant award is that the County surrender the retired vessel to DBW for final disposition. Per Attachment A, Overview of the BSEE Grant Application, the grant recipient (County of Monterey) shall agree that the DBW shall be the legal owner of the patrol boat and trailer purchased with the grant funds, while the County of Monterey shall be the registered owner.

Staff requests the approval of the Board of Supervisors to submit an application to BSEE for up to $400,000 in competitive federal grant a replacement patrol vessel and trailer, refurbish a patrol vessel, and one jet ski and trailer for marine enforcement and public safety patrols at the Lakes. Attachment A provides an overview of grant application requirements, grant award prioritization criteria, and grant recipient requirements. Should the grant application be successful, the County will return to the Board for approval to accept the grant award and to purchase the vessels and trailers.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel reviewed this report. The Parks Commission was provided with an update on the grant application at its April 2026 meeting.

FINANCING:
Sufficient funding is available in the Fiscal Year (FY) 2025-26 Adopted Budget, General Fund 001, Park Operations Appropriation Unit PFP058 to cover costs related to staff preparing the grant application and developing specifications for the new vessel and trailer.

The California State Parks Division of Boating and Waterways Boating Safety and Enforcement Equipment Grant Program provides funding for patrol vessels and related equipment used exclusively for boating safety and law enforcement activities, with the State retaining legal ownership of the asset and imposing strict use, maintenance, audit, and replacement requirements, including potential responsibility to replace the vessel if it is lost or destroyed during the service period. Should a grant award be made, no cash match is required; however, the County will be responsible for the annual repairs and maintenance costs for the vessel over its 15 years of required service. Future budget requests will include sufficient appropriations for ongoing annual operations and maintenance costs.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Tyler Decker, WOC Supervising Park Ranger
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - BSEE Grant Application Overview
(Attachment is on file with the Clerk of the Board)

Attachment A

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Overview of BSEE Grant Application

The purpose of the California State Parks Department Division of Boating and Waterways (DBW) Boating Safety and Boating Law Enforcement Equipment Grant Program is to provide grants to local government agencies for boating safety and boating law enforcement through the Boating Safety and Enforcement Equipment Grant Program.

OVERVIEW

Grant Application Requirements

- Submission of a letter of intent and Boating Safety and Boating Law Enforcement Equipment Grant Program application to the DBW no later than April 30th, prior to the start of the federal fiscal year in which grant funds are requested.
- Submission of an Application containing required information to allow DBW to evaluate the application in accordance with the criteria specified in the annual State Budget Act. Such information shall include, at a minimum: a) Local boat tax revenue received by an agency; b) Expenditures incurred on boating safety and boating law enforcement activities; c) Description of need for grant funds, including the equipment or patrol boat to be purchased with grant funds and the estimated cost; and d) Description of recreational boating activities on waterways in the agency's jurisdiction.

DBW Grant Award Prioritization Criteria for Local Government Agencies

1. LGAs eligible for state aid because they are spending all of their local boating revenue on boating enforcement and safety but are not receiving sufficient state funds to meet their need as calculated pursuant to Section 663.7 of the Harbors and Navigation Code.
2. LGAs that are not spending all local boating revenue on boating enforcement and safety, and whose boating revenue does not equal their calculated need.
3. LGAs whose boating revenue exceeds their need, but who are not spending sufficient local revenue to meet their calculated need.

Grant Recipient Requirements

- Enter into a written contract with DBW prior to beginning procedures to procure equipment.
- Develop specifications for a patrol boat and trailer, which meets its needs in terms of performance, construction, and cost.
- Use grant funds to procure equipment consistent with all applicable federal, state, and local procurement requirements.
- Submit to DBW the required Resolution from the Board of Supervisors authorizing the agency to enter into a contract with DBW for boating safety and boating law enforcement equipment.
- Submit a written request for reimbursement to DBW no later than September 30th of the year following award of the grant with all required documentation to substantiate actual purchase cost with written certification that the County complied with contract procurement procedures.
- Agree DBW shall be legal owner of patrol boat and trailer purchased with grant funds; County shall be registered owner.

Additional Commitments Associated with Acceptance of Grant Award

- Equipment purchased with grant funds shall be used only for the purposes of boating safety and boating law enforcement.
- Patrol boat and trailer purchased with grant funds will be operated solely by qualified Boating Safety and Boating Law Enforcement Officers. *Boating Safety and Boating Law Enforcement Officer* means trained personnel authorized and retained by the County to perform Boating Safety and Boating Law Enforcement activities.
- County is responsible for all costs associated with operating and maintaining vessel and trailer purchased with grant funds and shall maintain the vessel and trailer in good repair.
- County shall report to the Department loss/damage to vessel/trailer purchased with grant funds within 30 days of occurrence.
- County shall replace, at County's expense, and pursuant to the terms and conditions of the contract, any vessel purchased with grant funds if such vessel and trailer is destroyed or rendered useless prior to the expiration of the contract.
- County shall keep complete/accurate records of all expenditures pertaining to operation/maintenance of the vessel purchased with grant funds.
- County shall complete Form 803 regarding expenditure of grant funds and total amount expended on boating safety and enforcement program at the Lakes annually.
- County shall report all boating accidents to DBW.
- County shall maintain complete/accurate records in accordance with requirements specified in Title 49 of the Code of Federal Regulations (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments). Such records shall include all receipts/invoices for purchases made with grant funds.
- County shall submit to periodic systematic audits to verify County compliance with State and Federal law and requests for reimbursement submitted by County accurately represent the amount due the County.

County of Monterey

Board Report

Legistar File Number: 26-406

Item No.46

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

April 28, 2026

Introduced: 4/24/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Added Item No. 17.1 under Appointments

Docusign Envelope ID: 3E5B6442-1192-4496-8258-C76044292800

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY OF MONTEREY, SAN BENITO COUNTY, AND THE COALITION OF HOMELESS SERVICES PROVIDERS (CHSP)

This Memorandum of Understanding ("MOU") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Monterey, the County of San Benito, political subdivisions of the State of California, and The Coalition of Homeless Services Providers, a public non-profit 501(C)(3) corporation (collectively, "PARTIES").

I. RECITALS

a. **WHEREAS** the County of Monterey is responsible for a range of activities relating to homelessness response within the county, managed through the County Administrative Office, Department of Social Services, Health Department, Behavioral Health Bureau, and Department of Housing and Community Development; and

b. **WHEREAS** San Benito County is responsible for a range of activities relating to homelessness response within the county, managed through the Health and Human Services Agency (HHSA); and

c. **WHEREAS** the Coalition of Homeless Services Providers (CHSP) is the lead entity responsible for coordinating the regional Continuum of Care (CoC) for Monterey and San Benito Counties (CA-506) and for convening the CoC Leadership Board and subcommittees; and

d. **WHEREAS** the CoC, County of Monterey, and San Benito County ("eligible applicants") are each recipient of Homeless Housing, Assistance and Prevention (HHAP) funding from the State of California, and per HSC section 50240(f), the Regionally Coordinated Homelessness Action Plan must be reflected in a Memorandum of Understanding (MOU) and submitted as part of the HHAP application; and

e. **WHEREAS** all eligible applicants adopted the Lead Me Home 5-Year Plan to Reduce Homelessness in Monterey and San Benito Counties (July 2021 to June 2026); and

f. **WHEREAS** the eligible applicants recognize that each entity has distinct responsibilities for addressing homelessness but also many overlapping and shared responsibilities; and

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g. **WHEREAS** the eligible applicants recognize that each entity receives and manages distinct funding sources that together support the strategies identified in the Lead Me Home Plan;

NOW IN CONSIDERATION OF THESE PREMISES, THE PARTIES AGREE AS FOLLOWS:

II. PURPOSE

The purpose of this MOU is to commit each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each of the eligible applicants in the region as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan and summarized below.

III. ROLES AND RESPONSIBILITIES OF ALL PARTIES

a. The signatories commit to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region, as described in Sections 3.a.1 through 3.1.4 in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

b. The signatories commit to the roles and responsibilities of each eligible applicant to implement Key Actions, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan, that directly contribute to improved system performance in alignment with California's System Performance Measures (CA SPM), including but not limited to:

i. Reducing the number of people experiencing unsheltered homelessness by expanding access to low-barrier interim housing and outreach services that prioritize engagement, connection to services, and rapid resolution strategies for those residing in encampments or places not meant for human habitation;
ii. Increasing the number of people exiting homelessness into permanent housing by enhancing housing-focused case management, leveraging housing navigation resources, and prioritizing access to permanent supportive housing, rapid re-housing, and other long-term housing placements with appropriate wraparound supports;
iii. Reducing first-time instances of homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, and

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hospitals, by developing and strengthening discharge coordination protocols, increasing access to diversion and prevention resources, and ensuring institutional partners are integrated into coordinated entry and housing referral systems.

c. The signatories commit to the Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

d. The signatories commit to the roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness, as described in Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan.

IV. DURATION AND RENEWAL

The initial term of this MOU is August 29, 2025 to June 30, 2029. Except as provided in the TERMINATION section, this MOU shall renew automatically unless either party gives notification pursuant to TERMINATION section.

V. AMENDMENT/NOTICES

The MOU may be amended in writing by any of the signatories and is in effect upon the signature of all three eligible applicants. Notices shall be mailed, emailed, or delivered to HHAP administrators for eligible entities for:

a. CA-506 Salinas/Monterey, San Benito Counties Continuum of Care
b. County of Monterey
c. San Benito County

VI. TERMINATION

Any of the signatories may terminate this MOU at a date prior to the renewal date specified in the MOU by giving 120 days written notice to the other parties. The termination shall be effective on the date specified in the notice of termination.

VII. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

Docusign Envelope ID: 3E5B6442-1192-4496-8258-C76044292800

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

By: DocuSigned by: Deborah Paolinelli DFCFE819B75E478...
Deborah Paolinelli
Assistant County Administrative Officer
Date: 8/28/2025 | 4:58 PM PDT

Approved as to form:
By: DocuSigned by: Anne Brereton A46091E5DE63489...
Anne Brereton
Deputy County Counsel
Date: 8/28/2025 | 4:31 PM PDT

SAN BENITO COUNTY

By: Signed by: 2992E73B636A4E1...
Kollin Kosmicki
SBC Board of Supervisors, Chair
Date: 08/26/2025

Approved as to form:
By:
Irish Tapia
Deputy County Counsel
Date: 07/21/2025

COALITION OF HOMELESS SERVICES PROVIDERS

By: Signed by: Katrina Mckenzie 37A6ED8488E34AC...
Katrina McKenzie
Executive Director
Date: 8/28/2025 | 5:00 PM PDT

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, INC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, Inc,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT, increase the total amount of the AGREEMENT, and add additional services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3, **"TERM OF AGREEMENT",** shall be amended by **removing** "The term of this Agreement is from **1 April 2023 to 31 January 2026**, unless sooner terminated pursuant to the terms of this Agreement", and **replacing** it with **"**The term of this Agreement is from **1 April 2023 to 31 December 2027**, unless sooner terminated pursuant to the terms of this Agreement".

2. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of **$150,000.00**." and **replacing it with** "The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **$371,100.00**." **This amendment increases the total contract amount by $221,100.00.**

3. **EXHIBIT A1 – Additional Services and Payment Provisions**, attached hereto, is hereby **added to the AGREEMENT** and supplements the original Scope of Services and Payment Provisions set forth in Exhibit A by continuing certain services and adding additional services, all subject to the payment provisions set forth in Exhibit A-1. All other terms in Exhibit A remain unchanged.

4. **EXHIBIT D1 – Updated Insurance Certifications**, attached hereto, is hereby added to the AGREEMENT and supplements the original Insurance Certifications set forth in Exhibit D.

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT shall be attached to Amendment #2 of this AGREEMENT dated 15 December 2025. Amendment #1 and Amendment #2 were extensions of term only and did not modify any payment provisions.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
	Sicuro Data Analytics, Inc
Contracts/Purchasing Officer	Contractor/Business Name *
Dated:	By: Signed by: Greg DeAngelo A528B52423804BB...
	Signature of Chair, President, or Vice-President
Approved as to Fiscal Provisions:	Greg DeAngelo President
	Printed Name and Title
Deputy Auditor/Controller	Dated: 3/24/2026 | 7:30 AM PDT
Dated:	By: Signed by: Dawn DeAngelo 28A5D2C529E84DF...
Approved as to Liability Provisions:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
	Dawn DeAngelo Secretary
Risk Management	Printed Name and Title
Dated:	Dated: 3/24/2026 | 7:49 AM PDT
Approved as to Form:	
Deputy County Counsel	
Dated:	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

EXHIBIT A1

To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as "COUNTY"
AND
Sicuro Data Analytics, hereinafter referred to as "CONTRACTOR"

Additional Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR shall develop and maintain a comprehensive analytical dataset by gathering, updating and integrating data from County case-management and court systems, as well as other relevant data sources identified by the COUNTY.

b. CONTRACTOR shall provide expert analysis, consultation, reports, data extracts and expert testimony as needed to support the County's compliance with AB 1071, effective January 1, 2026.

c. CONTRACTOR acknowledges that these services include ongoing data updates, preparation of the analytical dataset, and responding to County requests for analysis, consultation, motion-related work and expert witness tasks, consistent with the compensation terms detailed in Section B.

A.2 SUPPORT PROVIDED

a. Data Update: *(Estimated Duration: Four to Six Months)*
CONTRACTOR will obtain and process an extraction of case-management data covering September 27, 2023 to the present. This work includes reviewing the data for missing or erroneous content, correcting identified issues and integrating accurate data into the existing analytical dataset, including incorporating corresponding court data and other relevant data needed to complete the dataset. Upon completion, CONTRACTOR will deliver an updated analytical dataset covering the period January 1, 2007 through December 31, 2025. Upon request, CONTRACTOR shall provide brief instruction to designated County staff on how to access, interpret and perform basic searches within the data extracts delivered under this Agreement.

b. Ongoing Data Maintenance *(Services Begin April 1, 2026)*
Beginning April 1, 2026, CONTRACTOR will operate and maintain the data pipeline supporting the analytical dataset. This includes performing monthly CMS data updates, processing regular refreshes of relevant court data, integrating County-

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provided corrections or additions and maintaining the combined dataset to ensure accuracy and continuity. These activities support ongoing use of the analytical dataset and allow CONTRACTOR to produce updated data outputs for the County as requested.

c. Additional Analytical Services *(As Needed)*
CONTRACTOR will perform additional analytical and support services on an as-needed basis. Work under this section may include statistical analysis, data assessments, consultation, preparation of data outputs, RJA motion-response work, expert witness testimony and associated travel. Deliverables may include written analyses, summary reports or data extracts requested by the County. Each project performed under this section shall require a pre-approved written scope of work agreed to by both COUNTY and CONTRACTOR before any billable services begin.

d. COUNTY will provide necessary files and access to information as necessary to facilitate the analysis.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

a. County shall pay an amount not to exceed $371,100. Upon receipt of a complete and proper invoice, COUNTY shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services. CONTRACTOR will submit invoices reflecting the fixed fees and any variable fees incurred at the rates detailed herein. CONTRACTOR's compensation for services rendered shall be based on the following:

1. Overhead: A 10% overhead charge shall apply to all fees billed under this Agreement, including both fixed and variable fees.

2. Fixed fees
    a) Data Update Fee: The County shall pay a fixed fee of $17,000 for updating the analytical dataset from the current coverage period of January 1, 2007 through September 27, 2023 to January 1, 2007 through December 31, 2025. The update is expected to take approximately four to six months, and the County will be invoiced upon completion of the update.
    b) Quarterly Data Maintenance Fee: The County shall pay a quarterly fee of $12,000 for ongoing data maintenance, which includes continued updates, integration, and preparation of the analytical dataset. Each quarterly payment shall be invoiced upon completion of the corresponding quarter's services. Based on the quarterly fee, three payments are expected for services provided in 2026, totaling

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$36,000, and four payments are expected for services provided in 2027, totaling $48,000.

3. Variable fees
    a. The County shall reimburse Contractor for analytical requests, consultation, RJA motion response work and expert witness testimony at the hourly and daily rates listed below, not to exceed $50,000 per year.
    b. Each project performed under this section shall require a written scope of work approved by both County and Contractor before any billable services begin.
    c. Hourly Rates:
        1. Statistical analysis: $300 per hour
        2. RJA motion response standard: $300 per hour
        3. RJA motion response (expedited within four weeks): $400 per hour
    d. Expert Witness and Travel
        4. Expert witness testimony: $5,000 per day or portion thereof
        5. Travel associated with testimony: $5,000 per day

b. Total compensation for the duration of this contract will not exceed $371,100, which is for the duration of this contract and is not an annual amount.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/20/2025

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	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics, Inc. 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	10200
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, PL, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.4	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			P100.980.728.4	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	☒ 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
A	Professional Liability Retro date: 1/01/17			P100.979.897.4	03/25/2025	03/25/2026	General Aggregate Each Occurrence	$2,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 7
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 16
Endorsement Effective: 03/25/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Insurance Services Office, Inc., with its permission

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2026

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PRODUCER	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc Lic #OA91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox	10200
INSURER B : Employers Compensation Ins Co (#1709000)	11512
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sicuro Data Analytics, Inc.
4915 Marlin Way
Oxnard CA 93035

COVERAGES **CERTIFICATE NUMBER:** 26-27 GL, PL, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		P100.980.728.5	03/25/2026	03/25/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			P100.980.728.5	03/25/2026	02/03/2520	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	[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
A	Professional Liability			P100.979.897.5	03/25/2026	03/25/2027	General Aggregate Each Occurrence	$2,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

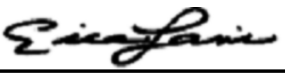
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.5
Named Insured: Sicuro Data Analytics, Inc.
Endorsement Number: 7
Endorsement Effective: 03/25/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.5
Named Insured: Sicuro Data Analytics, Inc.
Endorsement Number: 17
Endorsement Effective: 03/25/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, INC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, Inc,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional month.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 3, **"TERM OF AGREEMENT",** shall be amended by **removing** "The term of this Agreement is from **1 April 2023 to 31 December 2025**, unless sooner terminated pursuant to the terms of this Agreement", and **replacing** it with **"**The term of this Agreement is from **1 April 2023 to 31 January 2026**, unless sooner terminated pursuant to the terms of this Agreement".

2. The **parties clause** in the preamble of the Agreement shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and **replacing** it with "**Sicuro Data Analytics, Inc**".

3. Paragraph 18, "**SIGNATURE PAGE**", shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and **replacing** it with "**Sicuro Data Analytics, Inc**".

4. The **title** of Amendment #1 and the **preamble** of Amendment #1 shall be amended by **removing** "**Sicuro Data Analytics, LLC**" and replacing it with "**Sicuro Data Analytics, Inc**".

5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

6. A copy of this AMENDMENT shall be attached to Amendment #1 of this AGREEMENT dated 24 January 2025.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Contracts/Purchasing Officer

Dated: 12/15/2025 | 3:36 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:

Deputy Auditor/Controller

Dated: 12/9/2025 | 11:24 AM PST

Approved as to Liability Provisions:

DocuSigned by:

Risk Management

Dated: 12/8/2025 | 10:44 AM PST

Approved as to Form:

Signed by:

Deputy County Counsel

Dated: 12/8/2025 | 9:35 AM PST

CONTRACTOR

Sicuro Data Analytics, Inc

Contractor/Business Name *

By: Signed by:

Signature of Chair, President, or Vice-President

Greg DeAngelo President

Printed Name and Title

Dated: 12/5/2025 | 10:53 AM PST

By: Signed by:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dawn DeAngelo Secretary

Printed Name and Title

Dated: 12/5/2025 | 5:38 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2025

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PRODUCER	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics, Inc. 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	10200
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL, PL, WC **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.4	03/25/2025	03/25/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			P100.980.728.4	03/25/2025	03/25/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-02	04/13/2025	04/13/2026	☒ 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
A	Professional Liability Retro date: 1/01/17			P100.979.897.4	03/25/2025	03/25/2026	General Aggregate Each Occurrence	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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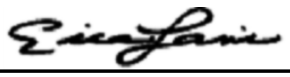
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
Endorsement Number: 7
Endorsement Effective: 03/25/2024

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1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

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Hiscox Insurance Company Inc.

Policy Number: P100.980.728.4
Named Insured: Sicuro Data Analytics, Inc
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2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Docusign Envelope ID: 8BF92FA1-8493-4C08-87BF-CDB8B4DCADBD

AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & SICURO DATA ANALYTICS, LLC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of statistical analysis of criminal charging and outcomes by and between **Sicuro Data Analytics, LLC,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **1 April 2023 to 31 January 2025**, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from **1 April 2023 to 31 December 2025**, unless sooner terminated pursuant to the terms of this Agreement".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated 1 April 2023.

This space left blank intentionally

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Dated: 1/24/2025 | 9:15 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E6578754544E...
Deputy Auditor/Controller

Dated: 1/22/2025 | 4:55 PM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:
Janet Holmes
C1FBBD3B2F584BB...
Deputy County Counsel

Dated: 1/24/2025 | 8:42 AM PST

CONTRACTOR

Signed by:
Greg DeAngelo, President
A528B52423804BB...
By: (Signature of Chair, President, or Vice-President)

Greg DeAngelo, President
Printed Name and Title

Dated: 1/22/2025 | 2:11 PM PST

Signed by:
Julie Salomonson, Project Manager
7F68ED1AEB98481...
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Julie Salomonson, Project Manager
Printed Name and Title

Dated: 1/22/2025 | 2:41 PM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Sicuro Data Analytics, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, providing a detailed report of that analysis

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 150,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 1 April 2023 **to** 31 January 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Information Technology Security
Exhibit C: Sole Source Justification
Exhibit D: Insurance Certifications

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jeannine M. Pacioni District Attorney	Gregory DeAngelo President
Name and Title	Name and Title
142 W. Alisal Street, Ste A Salinas, CA 93901	317 West Ventura Blvd, Suite 1041 Camarillo, CA 93010
Address	Address
831-755-5470	213-320-7220
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 5/7/2023 | 11:20 AM PDT

DS BS By: DocuSigned by: Jeannine M Pacioni, District Attorney 9FCC008E5A664BE...
Department Head (if applicable)

Date: 5/5/2023 | 4:34 PM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 2EF8DC76EE5647F...
Office of the County Counsel

Date: 5/5/2023 | 5:05 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Ma Mon 2617DD077D65495...
Auditor/Controller

Date: 5/5/2023 | 5:34 PM PDT

By:
Risk Management

Date:

CONTRACTOR

Sicuro Data Analytics, LLC
Contractor/Business Name *

By: DocuSigned by: Greg DeAngelo, President 8C0843FA2B14BA...
(Signature of Chair, President, or Vice-President)

Greg DeAngelo, President President
Name and Title

Date: 4/12/2023 | 5:50 PM PDT

By: DocuSigned by: Jeffrey Borowitz, Director Director 8E255041A2CD4AB...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jeffrey Borowitz, Director
Name and Title

Date: 4/12/2023 | 7:59 PM CDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT-A

To Agreement by and between
District Attorney of Monterey COUNTY, hereinafter referred to as "COUNTY"
AND
Sicuro Data Analytics, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR will provide a statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the COUNTY.

b. COUNTY understands that compensation for this capability will be a monthly charge based on the number of hours worked, as detailed herein.

c. COUNTY understands that CONTRACTOR will not require automobile insurance and no travel is required in support of the agreement. That section of the agreement has been lined out as not necessary.

A.2 SUPPORT PROVIDED

The Contractor will perform a statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act, for the County in three (3) phases. The work associated with each phase is detailed below.

Phase 1 – Expected Completion: 3-6 months

Phase 1 of the Racial Justice Act analysis will involve the ingestion of data from the Client. The list of data elements and fields required to perform the analysis will be developed by the Contractor through meetings with the Client. Upon receiving the data housed in the Client's case management system, the Contractor will engage in several steps to ensure full comprehension of the data:

1) Convert database files (e.g., mdf, bak, etc.) into flat files (csv)
2) Reconstruct case management system with flat files
3) Reshape data at the case-defendant level
4) Conduct a data audit to identify data gaps

Upon completion of these steps, the Contractor will prepare a data audit report that will outline any key missing components in the existing data files that have been provided. The Contractor

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will then work with the Client to identify additional, internal databases that could contain the missing data features as well as external locations where missing data are maintained (e.g., court databases). Finally, the Contractor will develop a plan for backfilling missing content and outline the steps taken to construct an analytically usable database and what will be needed to backfill missing content to develop a comprehensive data set in Phase 2.

Upon completion of a signed contract, the Contractor will prepare a visit to the Client's office to meet with various members of the district attorney's office, including the database management team, clerical staff, chief ADAs, and any other pertinent staff.

After the transfer of data occurs, the Contractor will convert database files into flat files and reconstruct the case management system. The Contractor will identify errors and issues that arise in the process of merging and appending flat files to reconstruct the case management system. This process typically involves several virtual meetings with members of the database management team.

After reconstruction of the case management system, the Contractor will reshape the data at the case-defendant level. Again, this process typically involves several virtual meetings with members of the database management team.

A data audit and written report will then be completed and presented to the County.

Phase 2 – Expected Completion: 4-6 months

Based on the findings of the data audit, the Contractor will devise a plan for backfilling content that is either incorrectly included or altogether omitted in the case management system. This typically involves working with the County to provide access to court records where content can be accessed, crawled, extracted, and then backfilled into the case management system that the Contractor has reconstructed.

Based on the format of the data accessed from the courts, the Contractor will construct a set of code to access and harvest the court content. Once the content has been saved locally, the Contractor will construct another set of code to extract pertinent information from the court records. These data will then be merged with the reconstructed case management system.

A report of the content that has been updated because of the court crawling and content extraction effort will then be made. Additionally, the Contractor will provide the County with the updated content, which can be ingested and incorporated into the County's production case management system, should the County be interested in updating their records.

Phase 3 – Expected Completion: 6-10 months

Once the reconstructed case management system has been determined to be complete and restructured at the case-defendant level, the Contractor will begin the process of conducting the empirical analysis of the Racial Justice Act.

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The first step in conducting the empirical analysis will involve conducting an average outcomes analysis. This analysis will identify different raced, but otherwise identical, defendants to determine whether disparities exist in charging practices (e.g., press any charge, charge a felony) and case outcomes (e.g., guilty outcome, sentence length). To conduct this analysis, the Contractor will identify as many observable features of a case as possible (e.g., requested charges from law enforcement agency, type of crime, division within the district attorney's office where the charges have been filed, census tract where the incident occurred, etc.), and control for criminal behavior and charging practices that have historically been associated with these geographic regions, types of crimes, law enforcement agency, etc. Upon completion of this analysis, a visual construction of any disparities will be produced for ease of readability. However, a full technical appendix and corresponding regression tables will also be produced, which are the support for any graphics that are produced.

At the completion of each of the three components of the empirical analysis, the Contractor will present the results to the County to obtain feedback and then implement this feedback into the analysis to ensure that the report accurately reflects practices within the office and ensures fairness in the representation of the findings. Once a final set of results have been agreed upon between the Contractor and the County, a report of the findings will be produced. The report will contain two sections. The first will be intended for a general audience, using language that is understandable by non-technical readers. The second section will contain all of the technical assumptions and details utilized in supporting the figures and tables that are presented in both the first and second sections of the report.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The Consultant will provide monthly invoices that detail the number of hours worked, detail the nature of the work, the hourly rate ($300), and the total amount invoiced for that month. The monthly invoice will include a unique invoice number, contact information for the Consultant, as well as the payee's name. The invoice will also clearly note that payment is requested within 30 days of receiving the invoice.

a. Upon receipt of a complete and proper invoice, COUNTY shall pay a MONTHLY amount for the performance of all things necessary for the performance of work as set forth in the Scope of Services, the monthly amounts is detailed below. CONTRACTOR will provide an invoice detailing the charges based on the rates as detailed herein. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the hourly rate of $300.00 per hour.

b. Total compensation for the duration of this contract will not exceed $150,000, for approximately 500 hours of work, which is for the duration of this contract and is not an annual amount.

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B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.
COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subCONTRACTORs.

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Exhibit B
INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this exhibit, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing within 48 hours. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and Contractor's systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Monterey data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Monterey data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to the County contact indicated in the "Notices" section of this Agreement and must reference this contract number.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County **data in transit** regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County **data at rest**.

3.3 The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

4. Subcontractor Disclosure

To the extent subcontracting or assignment is permitted under this Agreement, the Contractor is responsible for the actions of their subcontractors, vendors, and suppliers. Contractor shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through Contractor.

5. Business Continuity

Contractor shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth in the Scope of Work and/or Service Level Agreement, and specifically incorporated herein. Upon receiving initial data from the County, Contractor shall have sufficient backups to

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maintain a RPO of 24 hours. At any given time, the County shall not be required to provide Contractor with more than 24 hours' worth of data. Additionally, in the event of a disaster, Contractor shall reproduce full data services to not exceed RTO of 48 hours.

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SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

PROCEDURE:

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Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

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County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 8 March 2023

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act

(Check One)

☑ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

○ Preferred Vendor
◉ Sole Source

Vendor Name: Sicuro Data Analytics, LLC
Address: 317 West Ventura Blvd, Ste 1041 City: Camarillo State: CA
Phone Number: (213) 320-7220 Fax: (____)
Contact Person: Gregory De Angelo Title: President
Federal Employer #: 87-3083914

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3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

a) Why were product and/or vendor chosen?

This vendor has the unique perspective and expertise in casual data analytics based on specific institutional knowledge of the criminal justice system with Monterey County. This has become increasingly critical, and several legislative changes have directed that this information be kept in a specified fashion. The procurement of this vendor specifically will provide the County of Monterey clean and identifying missing content from the case management system (CMS); Backfilling missing and erroneous content with the CMS; Ongoing statistical analysis of criminal charging and outcomes, as outlined in the Racial Justice Act.

Sicuro Data Analytics will also be supporting the District Attorney's Office in providing general data analytics and reporting in an ongoing basis to ensure that

b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

This supplier offers a unique combination of technical coding capability, proven statistical analysis at the level of a court qualified expert and knowledge specific to the Monterey County criminal justice system. Additionally, this supplier offers a top criminal justice security clearance, fully completed criminal background, CJIS compliant lab, and CLETS certification that allows them to begin immediately on this time sensitive project. Finally, this supplier is already familiar with our CMS and owns the proprietary code necessary to access our secured data to perform and independent analysis for compliance with the newly enacted law.

c) Why are these specific features/qualifications required?

The passage of Penal Code 745, commonly known as the Racial Justice Act.

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d) What other products/services have been examined and/or rejected?

There are no other known service providers for this project.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

There are no other known service providers for this unique and heretofore unprecedented legal analysis.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Discussed in paragraph (a) above.

g) Estimated Costs:

The project will consist of several phases and will last for many months, a summary of these phases consists of:
>Data Ingestion, cleaning and restructuring: 125 hours
>Data Audit: 25 hours
>Data backfilling and removal of erroneous content: 150 hours
>Racial Justice Act Analysis: 200 hours
>Total estimated cost: 500 hours @ $300 per hour = $150,000.00

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4. Is there an unusual or compelling urgency associated with this project?

☐ No

☑ Yes (Please describe)

Under the provisions of the Racial Justice Act, Penal Code 745, District Attorney Offices are required to promptly conduct this analysis.

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:
Bruce Suckow
C018A126CFF7472...
Requestors Signature

3/8/2023 | 9:21 AM PST
Date

DocuSigned by:
Jeannine M Pacioni, District Attorney
9FCC008E5A664BE...
Authorized Signature by Department Head

3/8/2023 | 9:50 AM PST
Date

DocuSigned by:
Debra R. Wilson
7B741937AA0D41B...
Approved by Contracts/Purchasing Officer

3/8/2023 | 5:27 PM PST
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Erica Lavoie	
Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	PHONE (A/C, No, Ext): (909) 931-1500	FAX (A/C, No): (909) 932-2133
	E-MAIL ADDRESS: elavoie@kessleralair.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sicuro Data Analytics LLC 4915 Marlin Way Oxnard CA 93035	INSURER A : Hiscox	
	INSURER B : Employers Compensation Ins Co (#1709000)	11512
	INSURER C : Hiscox Insurance Company Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 GL, E&O, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		P100.980.728.2	03/25/2023	03/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	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		EIG5240886-00	04/13/2023	04/13/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			P100.979.897.2	03/25/2023	03/25/2024	Each Claim Aggregate	$1,000,000 $2,000,000

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 named as additional insured when required by contract with respects to General Liability per attached endorsement. General Liability is Primary and Non Contributory.

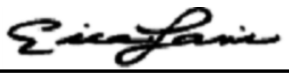
CERTIFICATE HOLDER

The County of Monterey Contracts/Purchasing Division
168 West Alisal St. 3rd Floor
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 7
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.

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HISCOX

Hiscox Insurance Company Inc.

Policy Number: P100.980.728.2
Named Insured: Sicuro Data Analytics LLC
Endorsement Number: 16
Endorsement Effective: 03/25/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary**:**

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy, provided:

1. you have agreed in a written contract or agreement to add such additional insured to a policy providing the type of coverage afforded by this policy; and
2. you have agreed in a written contract or agreement with such additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Insurance Services Office, Inc., with its permission

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16262
a. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute an Agreement with Sicuro Data Analytics, LLC, for a Statistical Analysis, for the period of April 1, 2023, through January 31, 2025, in the maximum amount of $150,000;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contract/Purchasing Officer or Contracts Purchasing Supervisor and the District Attorney to sign and execute the appropriate documents and verifications when required;
d. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to issue purchase orders on an as-needed basis pursuant this Agreement over the period of April 1, 2023, through January 31, 2025.

PASSED AND ADOPTED on this 2nd day of May 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 2, 2023.

Dated: May 5, 2023
File ID: 23-330
Agenda Item No.: 23

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 02289087-F68D-4BE5-90F7-7E9DF7033B35

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ACTION COUNCIL OF MONTEREY COUNTY, INC.

THIS AMENDMENT NO. 1 is made to the AGREEMENT, No. A-16216, for the provision of community educational management services by and between Action Council of Monterey County, Inc.**,** ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("COUNTY").

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-16216 for the provision of community educational management services with a term of July 1, 2023 through June 30, 2026, for a total Agreement amount of $350,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT No. A-16216 to extend the term an additional 3 years for a new term of July 1, 2023 through June 30, 2029 and increase the total amount of the AGREEMENT by $100,000 for a new total Agreement amount of $450,000.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "PAYMENT PROVISIONS", shall be amended by removing,** "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $350,000", **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $450,000".

2. **Section 3, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this Agreement is from July 1, 2023 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with** "The term of this Agreement is from July 1, 2023 to June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement".

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

4. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on April 25, 2023.

5. This Amendment No. 1 is effective upon execution.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

COUNTY OF MONTEREY

Contracts/Procurement Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Andrew Valentine
25834C994915419...

Andrew Valentine
Deputy Auditor/Controller
Auditor-Controller Analyst I

Dated: 3/30/2026 | 3:06 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel

Dated: 3/30/2026 | 1:39 PM PDT

Director of Health Services

Dated:

CONTRACTOR – **Action Council of Monterey County, Inc.**

Signed by:
Andrea Manzo
BBD044090BF04D2...

By: Andrea Manzo
Signature of Chair, President, or Vice-President

Andrea Manzo Executive Director
Printed Name and Title

Dated: 3/25/2026 | 10:36 PM PDT

Signed by:
John Abrahamson
13DAE962F5E04E1...

By: John Abrahamson
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

John Abrahamson CFOO
Printed Name and Title

Dated: 3/25/2026 | 4:11 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Montage Health Foundation

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Arrange for opioid education and prevention in schools.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 1,560,281

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2026 to December 31, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Addendum

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

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

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Edward L. Moreno, MD, MPH, Health Officer and Director or Public Health	Kevin Causey, President
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	400 Ryan Ct., Ste. 200 Monterey, CA 93940
Address	Address
(831) 755-4585	(831) 658-3630
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

DS
Contractor

16.04 **Contractor:** ~~The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.~~

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Kevin F. Serrano CF464EA4829E4B5...

County Counsel

Date: 3/25/2026 | 3:43 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz F79FE84E57454F6...

Auditor/Controller

Date: 3/26/2026 | 10:32 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Montage Health Foundation

Contractor/Business Name *

By: DocuSigned by: Kevin Causey

(Signature of Chair, President, or Vice-President)

Kevin Causey, President

Name and Title

Date: 3/20/2026 | 4:52 PM PDT

By: DocuSigned by: D368E668819C4C0...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Michele Melicia Young, Director

Name and Title

Date: 3/24/2026 | 9:47 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Montage Health Foundation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Deliverable 1: Provide peer-led opioid use prevention and harm reduction education that emphasizes the dangers of fentanyl and other opioids to prevent opioid use disorder and overdoses among youth in our county.

A.1.1 CONTRACTOR shall adapt the existing Stanford REACH, Safety First Lesson 9 drug education curriculum to better suit the peer-led model with a small committee that includes youth in FY 2025-2026. The curriculum will be adapted to capture real-time data using feedback technology to evaluate effectiveness and will comply with California legislation requiring fentanyl education in schools. (FY 2025-2026)

A.1.2 CONTRACTOR shall recruit and train a minimum of four (4) student leaders (peer educators) to facilitate evidence-based, opioid prevention and risk reduction education that meets state health education standards. (FY 2025-2026)

A.1.3 CONTRACTOR shall recruit and train ten (10) student leaders (peer educators) to facilitate evidence-based, opioid prevention and risk reduction education that meets state health education standards (some educators may participate over multiple years). Impact will be measured using pre- and post-testing. (FY 2026-2027 and FY 2027-2028)

A.1.4 CONTRACTOR shall issue student leader (peer educators) stipends of $1,500. Student leaders (peer educators) will participate in the program for one year and implement the curriculum in 10 Monterey County high school and middle school classrooms. (FY 2026-2027 and FY 2027-2028)

A.1.5 CONTRACTOR shall conduct peer-led outreach to twenty (20) prioritized schools (specific schools may change based on need). (FY 2026-2027 and FY 2027-2028)

A.1.6 CONTRACTOR shall provide peer-led education sessions in one hundred (100) classrooms (specific schools may change based on need). Student leaders (peer

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educators) are expected to conduct one 1) session per classroom. (FY 2026-2027 and FY 2027-2028)

A.1.7 CONTRACTOR shall support schools seeking to continue engagement by establishing a school-based club. The club will guide youth in making healthy choices related to alcohol and drug use, connect students with community experts, and build leadership skills that empower students to positively influence their peers. (FY 2026-2027 and FY 2027-2028)

A.1.8 CONTRACTOR shall award twenty (20) schools each a $1,500 mini grant to support innovation or policy change selected through a competitive process. Participating schools will be invited to submit proposals that enhance school safety or reduce opioid use through a specific, sustainable initiative guided by the Crime Prevention Through Environmental Design principles. Proposals must be student-informed, student-driven, and address issues identified through the peer education experience. If 20 (twenty) schools do not participate, the remaining funds will be distributed among the participating schools.

A.1.9 CONTRACTOR shall host an annual student symposium to showcase student-led projects. Students must present their projects to peers, parents, and community leaders. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

A 1.10 CONTRACTOR shall encourage Monterey County Schools to participate in an annual symposium. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

A.1.11 CONTRACTOR shall analyze and report pre-post evaluation findings. (FY 2025-2026, FY 2026-2027, and FY 2027-2028)

Deliverable 2: Provide teacher-led curriculum to schools and support implementation through training, evaluation, and technical support while the peer-led strategy is being developed.

A.1.12 CONTRACTOR shall adapt the existing Stanford REACH, Safety First Lesson 9 teacher-led curriculum and share with identified teachers (through outreach or expressing interest). (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

A.1.13 CONTRACTOR shall provide ongoing support for the existing teacher-led program to fill gaps while the peer-led program launches to ensure continuity of education in schools.

A.1.14 CONTRACTOR shall launch a quarterly educator newsletter for a cohort of teachers using the curriculum. Information will include updates on new data, emerging substances of concern, useful teaching tips, and other emerging issues. (FY 2026-2027)

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A.1.15 CONTRACTOR shall integrate evidence-based strategies from A Division for Advancing Prevention and Treatment (ADAPT), a program of the High Intensity Drug Trafficking Area.

Deliverable 3: Create a culture that supports parents, school personnel, and youth talking about substances, mental health, and healthy lifestyle choices.

A.1.16 CONTRACTOR shall develop a curriculum notification letter in English and Spanish for parents before implementation. The notification letter will include talking points for parents and take-home materials. (FY 2026-2027 and FY 2027-2028)

A.1.17 CONTRACTOR shall develop materials in English and Spanish for parents and other trusted adults that foster conversations around opioid use prevention, delayed initiation of use, and safety.

A.1.18 CONTRACTOR shall host annual regional family summits across Monterey County (North County, Salinas, Peninsula, and South County) to foster communication between parents and their children. Summits will include event speakers or panelists specializing in mental health and drug treatment to address questions regarding opioid use and addiction. (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

Deliverable 4: Create media content focusing on parents—videos, fact sheets, and guides to support healthy communication with their children throughout the year.

A 1.19 CONTRACTOR shall create two (2) opioid prevention videos and supporting fact sheets in English and Spanish (closed captions included) for parents. (FY 2025-2026)

A.1.20 CONTRACTOR shall create one (1) opioid prevention video and supporting fact sheet in a priority TBD indigenous non-English and non-Spanish language (with English subtitles), for parents. (FY 2026-2027)

A.1.21 CONTRACTOR shall create one (1) opioid prevention bilingual video (mix of Spanish and English) for parents. (FY 2027-2028)

A.1.22 CONTRACTOR shall collaborate with the Monterey County Office of Education and Monterey County schools to deploy content through a minimum of two (2) social media and communication channels. (FY 2025-2026, FY 2026-2027, FY 2027-2028, and FY 2028-2029)

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $1,560,281 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Table of Activities
Montage Health Foundation-Postpone Program

Activity	FY 2025-2026 (6 months)	FY 2026-2027	FY 2027-2028	FY 2028-2029 (6 months)
Personnel Budget includes salary and fringe benefits				
Program Coordinator/ School Liaison, 1.0 FTE	$97,000	$200,850	$205,000	$103,430
School Drug Prevention Club Coordinator, 0.5 FTE	$46,000	$95,000	$97,000	$49,000
Program Supervisor, 0.1 FTE	$15,000	$31,000	$32,000	$16,000
Personnel Subtotal	**$158,000**	**$326,850**	**$334,000**	**$168,430**
10 student leaders (peer educators) - $1,500 per student	$0	$15,000	$15,000	$0
20 school stipends - $1,500 per school	$0	$30,000	$30,000	$0
Curriculum development, marketing, and evaluation	$35,000	$1,000	$10,000	$10,000
Tools and materials for students and parents (includes translation)	$10,000	$5,000	$5,000	$0
Family summits x11 @$25,000 per summit (venues, food, speakers, insurance)	$25,000	$100,000	$100,000	$50,000
Videos and outreach materials	$15,000	$10,000	$5,000	$0
Travel (mileage per the US General Services Administration (GSA) per diem rate)	$800	$973	$1,000	$500
Activity Subtotal	**$85,800**	**$161,973**	**$166,000**	**$60,500**
Indirect costs (10% of personnel costs maximum)	$15,800	$32,685	$33,400	$16,843
Total requested by FY	**$259,600**	**$521,508**	**$533,400**	**$245,773**
Not to exceed total				***$1,560,281***

Upon completion of activities, please submit invoices quarterly for allowable expenses each fiscal year.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

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NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health Bureau-Julia Marmolejo
1441 Schilling Place-South 1st Floor
Salinas, CA 93906
(831) 755-4607
muruatoj@countyofmonterey.gov

Invoices shall:

a. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
b. Bear the Contractor's name as shown on the agreement.
c. Be submitted quarterly.
d. Identify the billing and/or performance period covered by the invoice.
e. Itemize costs for the billing period in the same detail as indicated in the scope. of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

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ADDENDUM

to Agreement ("Agreement")
by and between Montage Health Foundation ("CONTRACTOR"), and
County of Monterey, on behalf of its Health Department ("County")

This Addendum, dated as of upon execution is the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and County. This Addendum has full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Section 3.0 – TERM OF AGREEMENT.**
   A new paragraph 3.03 is hereby added to read in its entirety as follows:
   The CONTRACTOR reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

2. **Section 7.0 – TERMINATION.**
   A new paragraph 7.04 is hereby added to read in its entirety as follows:
   During the term of this Agreement, the CONTRACTOR may terminate the AGREEMENT for any reason by giving written notice of termination to the County at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3. **Section 16.0 – MISCELLANEOUS PROVISIONS.**
   Section 16.04 is hereby deleted in its entirety and replaced with the following:
   The Term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, employees, affiliates, and subcontractors acting on CONTRACTOR's behalf in the performance of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by the authority as follows:

CONTRACTOR-MONTAGE HEALTH FOUNDATON

Approved:

By: DocuSigned by: Kevin Causey 85415D486466472...

Kevin Causey, President

Name and Title

Date: 4/3/2026 | 11:32 AM PDT

Approved:

By: DocuSigned by: D368E668819C4C0...

Michele Melicia Young, Director

Name and Title

Date: 4/3/2026 | 11:59 AM PDT

COUNTY OF MONTEREY

Approved as to Form

By: Signed by: kevin F. Serrano 6F464EA4929E4B5...

Deputy County Counsel

Date: 4/3/2026 | 1:53 PM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz E78EF04E3743AF0...

Auditor/Controller

Date: 4/3/2026 | 2:13 PM PDT

Approved as to Liability Provisions

By: _____

Risk Manager

Date: _____

Approved:

By: _____

Elsa Jimenez, Director of Health Services

Date: _____

Approved:

By: _____

Chief Contracts & Procurement Officer

Date: _____

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CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
Credentialing and Recredentialing for California County Behavioral Health Plans

Monterey County ("Participant") desires to participate in the Credentialing and Recredentialing for California County Behavioral Health Plans Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement'). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective March 1, 2026 through June 30, 2028 ("Term"). The following exhibits are attached and form part of this Agreement:

- þ Exhibit A Detailed Program Description, Requirements, Restrictions
- þ Exhibit B General Terms and Conditions
- þ Attachment A Work Order Form
- þ Attachment B Credentialing and Recredentialing Cost by Provider Type

1. **Summary of Program**: CalMHSA is offering the following Program to Counties:
   CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

2. **Funding**: The Program requires the following funding and payments:

   The Program involves the Participant paying a CalMHSA Platform Oversight fee based on the amount of providers to be credentialed over the project period, plus optional services, as detailed in Exhibit A.. CalMHSA shall submit an invoice for Platform Oversight fee upon execution of the Agreement. For Credentialing, Recredentialing, and Ongoing Monitoring, CalMHSA will invoice Participant for all services incurred on a quarterly basis. Participant will certify the invoice, either in the requested amount or in such other amount as the Participant approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Participant will pay in arrears for services utilized. Additional optional services can be purchased as needed via the Work Order Form (Attachment A).

3. The maximum amount payable under this Agreement is not to exceed $55,099.34.

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CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: MONTEREY COUNTY

Signed: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Name (Printed): Patricia Ruiz

Title: Auditor-Controller Date: 3/27/2026 | 2:20 PM PDT

Signed: Signed by: Kevin Serrano CF464EA4829E4B5... Name (Printed): Kevin Serrano

Title: County Counsel Date: 3/30/2026 | 10:34 AM PDT

Signed: _____ Name (Printed): _____

Title: Director of Health Services Date: _____

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Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

I. Detailed Program Description: CalMHSA has entered into an Agreement with Compliance Made Easy, Inc., DBA CertifyOS, a National Committee for Quality Assurance (NCQA) certified Credentials Verification Organization (CVO), to support California County Mental Health Plans (MHPs), Drug Medi-Cal Organized Delivery System (DMC-ODS) Plans, and Drug Medi-Cal (DMC) State Plans, hereinafter refer to as the Participant, to comply with the Centers for Medicare and Medicaid Services (CMS) and the Department of Health Care Services (DHCS) uniform provider credentialing and recredentialing requirements as per DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-019: Provider Credentialing and Recredentialing for MHPs and DMC-ODS Counties and DHCS Behavioral Health (BH) IN Number 22-070: Parity Requirements for DMC State Plan Counties.

The services offered under the CalMHSA Credentialing Program will ensure that each Participant provider is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waivered, and/or certified as required by state and federal law.

II. Obligations:

Participant shall:

- Provide CertifyOS with required data for all network providers being credentialed/recredentialed.
- Set up and/or have its own NPDB account, must add CertifyOS as authorized agent to the Participant's account, and provide CertifyOS with the Participant's NPDB Data Bank ID.
- Provide CertifyOS with the designated program's liaison(s) contact information.
- Provide CertifyOS with contact information for credentialing platform users needing training, have each user attend the training and complete a Credentialing Platform User Access Form.
- Provide CertifyOS with the designated Participant's email address to be included in automated emails generated by the credentialing platform.
- Make available to Participant providers requiring credentialing/recredentialing the link to the Provider Credentialing Application.
- Provide CertifyOS with a copy of the Participant's professional liability insurance blanket policy, if applicable.
- If CAQH Integration option is selected: Set up and/or have its own active account of the CAQH Participating Organization (PO) Provider Data Portal and add CertifyOS as an authorized user.
- If CertifyOS Credentialing Committee Facilitation/Oversight option selected: Work with CertifyOS to schedule monthly credentialing committee meetings.
- Retain the right to approve, suspend and/or terminate individual providers.
- Retain the responsibility of ensuring that provider information published to the public in the form of beneficiary informing materials, including provider directories, is consistent with the information obtained during the credentialing/recredentialing process.

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- Grant CalMHSA the authority to monitor and oversee the credentialing activities to be performed by CertifyOS on behalf of the Participant (CalMHSA agrees to report to the Participant on CertifyOS performance annually at a minimum.

CalMHSA shall:

To support Participants to comply with the above-mentioned regulations, CalMHSA shall:

- Verify that CertifyOS conducts provider credentialing that meets DHCS requirements and NCQA standards and guidelines to ensure that providers have valid credentials.
- Periodically check, via file audits, to confirm that CertifyOS is verifying the required items through a primary source and documenting these in a primary source verification (PSV) file, as applicable by the provider type.
- Verify that CertifyOS tracks and conducts provider recredentialing that meets DHCS requirements and NCQA standards and guidelines, at a minimum every three years.
- Confirm that CertifyOS integrates the respective Participant's Credentialing Platform with each participating County's NPDB account within two (2) weeks after such Participant adds CertifyOS as an Authorized Agent to its respective NPDB county account and provides CertifyOS with the County's NPDB Data Bank ID, allowing for primary source verification and validation of providers credentialing data.
- Track and verify that CertifyOS maintains its certification as an NCQA Credentials Verification Organization (CVO), in all 11 certification options, throughout the term of the Agreement.
- Verify that CertifyOS provider credentialing and recredentialing policies and procedures are compliant with DHCS credentialing regulations and NCQA credentialing standards and guidelines.
- Oversee CertifyOS performance on behalf of the Participant by reviewing and ensuring that specific service level agreements and/or key performance indicators are reported monthly to CalMHSA to ensure compliance with previously agreed metrics during the term of the Agreement. Furthermore, CalMHSA and CertifyOS will meet periodically, at a mutually agreeable date/time, to discuss matters related to credentialing functions.
- Assist the Participant during the CertifyOS Credentialing Platform implementation and confirm that the Participant implements a separate, secure instance of the credentialing platform and receives platform and process user training.
- Verify that customer support for Participant and providers by CertifyOS is available Monday through Friday from 8:00 AM to 6:00PM, Pacific Standard Time. Customer support must be provided via email, or other designated channels.
- Confirm that Participant has the credentialing platform dashboard functionality available with real-time data to ensure transparency of credentialing activities performed by CertifyOS.
- Confirm that Participant has access to and can download CertifyOS credentialing platform built-in reports, including individual provider PSV files.
- Confirm that CertifyOS makes available to Participant, upon request, the option to use its Virtual Credentialing Committee management module within the credentialing platform, which allows for adjudication of files presented to the committee.

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- Verify that CertifyOS assist Participant with federal and/or state audit preparation, including reporting, that involves provider credentialing and recredentialing activities.
- Verify that all provider information obtained through the credentialing and recredentialing activities is secured and protected from unauthorized access in accordance NCQA and industry standards, including multi-factor authentication (MFA) for remote user access, in addition to standard data security and management protocols.

III. Obligations Specific to Participant Opt-In Selected Options

If the Participant elects to participate in any of the optional services offered under the CalMHSA Credentialing Program, the following applies, as applicable by the chosen optional service(s).

Provider Ongoing Monitoring

- CalMHSA shall verify that active Participant network providers uploaded to the CertifyOS credentialing platform are monitored monthly in accordance with NCQA standards to ensure quality and safety of care.
- CalMHSA shall verify, if any of the monitored items above become an issue, that the CertifyOS credentialing platform flags the information and that an automated alert is triggered and sent to an identified Participant user(s).

CertifyOS Credentialing Committee Facilitation/Oversight

- CalMHSA shall confirm that CertifyOS provides one staff member to prepare the PSV files to be reviewed by committee members, facilitate, and record meeting minutes for the Participant credentialing committee meetings conducted utilizing the CertifyOS Virtual Credentialing Committee module.
- CalMHSA shall confirm that CertifyOS facilitates and oversees Participant credentialing committee meetings once a month or twelve (12) times in one (1) year, on a date/time specified and mutually agreed by both parties.

CAQH Integration

- CalMHSA will verify that CertifyOS successfully implements the Council for Affordable Quality Healthcare (CAQH) integration selected by the Participant.
- CalMHSA shall verify that CertifyOS retrieves provider credentialing applications via the CAHQ Integration and automatically rosters providers to the Participant's CAQH roster.

Program Restrictions:

- CalMHSA shall not be responsible for any credentialing functions not specified in this Agreement.

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Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Manage funds received from, Participant in a manner consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
4. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Participant will pay for individual program services as defined in the fiscal provisions in Exhibit B – Section V.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Responsible for any and all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program, including but not limited to information related to the Credentialing and Recredentialing requirements set forth by DHCS Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) Number 18-01 and detailed in Exhibit A-Program Description.
5. Provide feedback on Program performance.

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6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.

B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.

C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

VI. Limitation of Liability, No Warranties, Indemnification

A. Limitation of Liability. CalMHSA is responsible only for the use of funds as instructed and authorized by participants. THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

B. No Warranties. CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE

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PROGRAM, DATA OR ANY COMPONENT THEROF. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.

C. Indemnification. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

D. No Responsibility for Mental Health Services. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

V. Fiscal Provisions

A. Total Funding Limits -

While adhering to, and under no circumstances exceeding, the approved total maximum programmatic funding amount of $55,099.34 the Monterey County Department is explicitly authorized to utilize unallocated program funds within the previously approved total maximum programmatic funding amount for the purchase of optional services.

Notwithstanding the above, any change in the total maximum programmatic funding amount shall require approval of the Board of Supervisors of Monterey County.

B. Services Offered -

REQUIRED SERVICES			
Item	**Description**	**Cost**	**Unit**
Tier 1: CalMHSA Platform Oversight Fee (0-50 Providers)	*This is the fee CalMHSA charges all counties to participate in this project. This includes the cost of the initial CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to*	$7,400	Per initial implementation

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	select a CVO provider and setting up of the program.		
Tier 2: CalMHSA Platform Oversight Fee (50-100 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$7,600	Per initial implementation
Tier 3: CalMHSA Platform Oversight Fee (101-1000 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$17,000	Per initial implementation
Tier 4: CalMHSA Platform Oversight Fee (1001-2000 Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.*	$25,000	Per initial implementation
Tier 5: CalMHSA Platform Oversight Fee (2001+ Providers)	*The fee CalMHSA charges all counties to participate in this project. This includes the cost of the CertifyOS platform set-up and training with each Participant. This fee is calculated based on the county's network provider size and*	$91,000	Per initial implementation

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	includes costs associated with the implementation of the program, including the work completed to select a CVO provider and setting up of the program.		
Credentialing Service*	*Equates to the initial primary source verification of all required elements for one provider based on discipline/type.*	Dependent on Provider Type – Please see Attachment B	Per credentialing event
Recredentialing Service*	*Equates to the periodic primary source verification of all required elements for one provider based on discipline/type.*	Dependent on Provider Type – Please see Attachment B	Per Recredentialing event
OPTIONAL SERVICES			
Item	**Description**	**Cost**	**Unit**
Ongoing Monitoring Services including expirables - (optional)	*Equates to periodically querying different databases to check for sanctions, malpractice claims and settlements, jurisdictional sanctions, limitations on licensure, and other adverse actions for all enrolled network providers.*	$6.00	Per year, per provider
CAQH Integration - (optional)	*Integration of the county instance of their CertifyOS Credentialing Platform via API with the CAQH Database. Requires that CertifyOS is added as an authorized user in the participant's CAQH profile.*	$3,000.00	Per integration
Credentialing Committee Oversight/Facilitation - (optional)	*Equates to CertifyOS's facilitation/oversight of 12 committee meeting per year (one per month), which includes PSV files preparation, recording of meeting minutes, and other administrative activities. Note that this service is admin support to the county's already established credentialing committee.*	$36,000	Per year

*Credentialing or Recredentialing certain provider types will require additional pass-through costs. These costs will be applied as needed depending on the provider type and specialty board association and will be included in the total cost of the credentialing/recredentialing service.

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C. Payment Method –
Participant will pay for all items listed below due within 30 days of Agreement execution. Specifically, this includes the following items:

- CAQH Integration – (optional)
- Credentialing Committee Oversight/Facilitation – (optional)

For all other services, excluding Credentialing and Recredentialing Services (See Exhibit B, Section V -Item D) and Ongoing Monitoring Services (See Exhibit B, Section V – Item E). Participants will submit a work order form to credentialing@calmhsa.org. CalMHSA will invoice counties for all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

D. Requesting Credentialing, Recredentialing Services:

Participant will submit the names of the Providers who require Credentialing services via the CertifyOS platform. Recredentialing services will incur automatically once the Provider is entered into the CertifyOS Credentialing Platform and is due for Recredentialing. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

E. Ongoing Monitoring Services:

If a Participant opts into Ongoing Monitoring Services, these will apply automatically to all Providers entered into the CertifyOS Credentialing Platform. Participant will pay invoice within 30 days of receipt. CalMHSA will invoice counties all services incurred on a quarterly basis. Participant will pay in arrears for services utilized.

F. Service Fee –

Participant will be charged an inclusive service fee incorporated in the total cost of each service.

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Participation Agreement
Attachment A – Work Order Form

[ORDER FORM #]
[DATE]

PARTICIPANT:

PAYMENT MADE TO:
California Mental Health Services Authority
1610 Arden Way, STE 175
Sacramento, CA 95815

Work Order Form			
Item	**(Yes/No)**		
Ongoing Monitoring Services including expirables - (optional)			
Item	**Cost**	**Unit**	**Total**
CAQH Integration - (optional)	$3,000.00		
Credentialing Committee Oversight/Facilitation - (optional)	$36,000		
Total			

Authorized Signatory:

Name:_____

Date:_____

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Participation Agreement

Attachment B– Credentialing and Recredentialing Cost by Provider Type

PROVIDER TYPE	APPLICABLE PLAN	CREDENTIALING COST**
Certified/Registered Alcohol and Other Drug Counselors (AOD Counselors)	DMC-ODS/State Plan	$33.00
Licensed Practitioner of the Healing Arts (LPHA)*	MHP/DMC-ODS/State Plan	$33.00
Licensed/Waivered Psychologist	MHP/DMC-ODS/State Plan	$33.00
Nurse Practitioner (NP)	MHP/DMC-ODS/State Plan	$141.00
Physician Assistant (PA)	MHP/DMC-ODS/State Plan	$61.80
Licensed/Registered Pharmacist	MHP/DMC-ODS/State Plan	$33.00
Registered Nurse (RN)	MHP/DMC-ODS/State Plan	$69.00
Clinical Nurse Specialist (CNS)	MHP	$93.00
Licensed Vocational Nurse (LVN)	MHP/DMC-ODS/State Plan	$69.00
Occupational Therapist (OT)	MHP/DMC-ODS/State Plan	$33.00
Licensed Psychiatric Technician (PT)	MHP/DMC-ODS/State Plan	$33.00
Certified Medical Assistant (CMA)	MHP/DMC-ODS/State Plan	$33.00
Certified Medi-Cal Peer Support Specialist	MHP	$33.00
United States Medical Graduate Physician		
Physician (Medical Doctor - MD)	MHP/DMC-ODS/State Plan	$102.20
Physician (Doctor of Osteopathy - DO)	MHP/DMC-ODS/State Plan	$132.20
Licensed Psychiatrist	MHP/DMC-ODS/State Plan	$132.20
International Medical Graduate Physician		
Physician (Medical Doctor - MD)	MHP/DMC-ODS/State Plan	$202.20
Physician (Doctor of Osteopathy - DO)	MHP/DMC-ODS/State Plan	$232.20
Licensed Psychiatrist	MHP/DMC-ODS/State Plan	$232.20

*LPHA in this context includes licensed or registered clinical social workers, marriage and family therapists or professional clinical counselors.

**Note that any relevant pass-through fees not already included in the cost above may be added to the total credentialing fee as applicable. While the total credentialing fees listed in Attachment B may vary, these should not exceed the amounts currently listed in the table above.

*** All NPDB pass-through fees will be billed on an annual basis.

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STUDENT PLACEMENT AGREEMENT BETWEEN THE COUNTY OF MONTEREY, BY AND THROUGH THE COUNTY OF MONTEREY HEALTH DEPARTMENT AND [INSTITUTION]

This AGREEMENT is made by and entered into this [] day of [month], [Year] between [**Institution]** ("Institution") and the County of Monterey, a political subdivision of the State of California, on behalf of County of Monterey Health Department ("COUNTY").

A. Institution is committed to service in the community and applied learning experiences for student participants. This is accomplished both through field education and service-learning requirement. Field education and service learning involve the completion of internship or externship assignments in the local community that tie meaningful learning experiences directly to course content. Through reflective activities, service, and field seminars, students enhance their understanding of course content, sense of civic responsibility, self-awareness, professional development and commitment to the community.

B. The mission of the COUNTY is to excel at providing quality services for the benefit of all Monterey County residents while developing, maintaining and enhancing the resources of the region.

C. COUNTY and Institution recognize the opportunity for meaningful learning experiences for Institution, COUNTY, and students and the County. Institution supports the goals and objectives of the COUNTY program in which the students will participate.

D. Health services provided and administered by the COUNTY are governed by but not limited to: Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 160 and Part 164 as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations; California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq.; Lanterman-Petris-Short Act [Welfare and Institutions Code Section 5000 et seq.]; California Code of Regulations, Title 22, § 51009; Confidential Nature of Records; Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et. seq.

The parties agree as follows:

I. INSTITUTION'S RESPONSIBILITIES

A. Student Profile. Institution shall make available to COUNTY a field application student profile which shall include the student's name, address, telephone number, and other pertinent information. The COUNTY shall review student applications and select students for internship with the COUNTY. Each student participant shall be responsible for submitting their student profile before the Program training period begins. COUNTY shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. Institution shall notify COUNTY designated staff of student assignment, including the name of the student, level of academic preparation, and length

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and dates of proposed experience. The maximum number of students shall be mutually agreed by the parties. The starting date and length of each Program training period shall be mutually agreed by the parties.

C. Program Coordinator. Institution shall designate a point of contact to coordinate with COUNTY's designee in planning the Program to be provided to student.

D. Records. Institution shall maintain all personnel records for its staff and all academic records for its students. COUNTY will ensure any records kept for student participant performance are sent to the Institution as proof of student accomplishments.

E. Student Qualifications. Institution shall ensure appropriate health and safety training is provided to all students on a regular basis, in accordance with prevailing Federal and State laws and regulations. Institution shall require that each student designated by Institution for clinical and/or practicum experience under this Agreement shall meet the minimum qualifications for a student in the designated Program. Additionally, Institution shall ensure that: (i) all students have documented training to meet OSHA Regulations on occupational Exposure to Blood-borne Pathogens prior to the beginning of the internship experience; and (ii) each student assigned to the COUNTY meet the COUNTY's requirements, see Exhibit A. Where Institution maintains any and all records of such testing, such records shall be made available to COUNTY upon request.

F. Health Insurance. Institution shall ensure each student has their own health insurance if not provided by the Institution.

G. Student Responsibilities. Institution shall notify students in the program that they are responsible for:

1. Complying with County's clinical and administrative policies, procedures, rules and regulations, as outlined in Exhibit A of this Agreement;

2. Arranging for his/her own transportation and living arrangements.

3. Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the COUNTY; refer to Exhibit A for COUNTY training requirements.

4. Maintaining the confidentiality of patient information.
   a. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the practicum experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience.

   b. Neither the Institution nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law as defined in Recital D of this Agreement and its implementing regulations.

   c. COUNTY shall reasonably assist student in obtaining patient consent in

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appropriate circumstances when applicable. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with Institution, its employees, or agents.

5. Complying with COUNTY's dress code and wearing name badges identifying themselves as Student Intern, if specified by COUNTY.

6. Informing students and making them aware of workplace illness and injury hazards. Students acknowledge and agree to follow all current County health and safety requirements, including the use of Personal Protection Equipment, as well as to follow local, state and/or federal laws.

7. Complying with insurance requirements. See Section V.

H. Field Experience Plan. Institution shall assist in establishing a plan/learning agreement for the field experience by mutual agreement between the COUNTY's representative and the Institution's Field Faculty representative and the student.

I. Field Conference. Institution may facilitate periodic conferences between appropriate representatives of the Field Faculty and COUNTY to evaluate the field experience program provided under this Agreement.

II. COUNTY'S RESPONSIBILITIES

A. Field Experience. At the COUNTY's discretion, COUNTY shall accept from Institution the student and shall provide the student with a supervised field experience.

B. COUNTY Designee. COUNTY shall designate a member of its staff to participate with Institution's designee in planning, implementing, and coordinating the Program. COUNTY shall notify the Institution in advance of any change in the COUNTY's personnel appointments that may affect the student field program.

C. Access to Facilities. COUNTY shall permit students enrolled in the Program access to COUNTY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with COUNTY's activities.

D. Records and Evaluations. COUNTY shall maintain complete records and reports on student's performance and provide an evaluation to Institution on forms the Institution shall provide.

E. Withdrawal of Students. COUNTY shall have the right to immediately terminate a student's placement/assignment if student, in the judgment of the COUNTY, is not participating satisfactorily or refuses to follow the COUNTY's administrative policies, procedures, rules and regulations, including but not limited to inappropriate behavior, dress and/or hygiene, and non-compliance with the use of Personal Protective Equipment, as may be required by health and safety protocols. COUNTY shall immediately notify the student and the Institution by telephone or in person. The student and representative(s) of the Institution may meet with the COUNTY to determine whether the student will be reinstated in the field experience assignment at the COUNTY, and if so, upon terms and conditions determined by COUNTY to be appropriate.

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F. Emergency Health Care/First Aid. COUNTY shall, on any day when a student is receiving training at its facilities, ensure student has access to emergency health care or first aid for accidents occurring in its facilities at Institution and/or student expense.

G. COUNTY's Confidentiality Policies. As trainees, students shall be considered members of COUNTY's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103 and shall be subject to COUNTY's policies respecting confidentiality of medical information (as defines in Recital D). If Institution suspects a breach of any of these policies, Institution must notify the COUNTY Privacy Officer immediately. Notwithstanding any provision of this Agreement to the contrary, in the event of a breach of this Section, the County of Monterey shall have the right to seek direct damages from the Institution.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving field education training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF STUDENTS

Institution represents that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of Institution or of the COUNTY for any purpose, including, but not limited to, payroll taxes, withholdings, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of COUNTY's "workforce" for purposes of Recital D compliance and COUNTY policies and procedures. If the student is a paid employee of the COUNTY, the student will be covered under the COUNTY's insurance policies, including Workers' Compensation, to the extent available to other employees.

V. INSURANCE

A. The Institution and COUNTY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence and $3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to execution of this agreement.

B. The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by the Institution and COUNTY may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate.

C. The Institution shall maintain or shall cause each student to maintain professional liability, public liability, and property damage insurance in the amount of $1,000,000 for any single occurrence and a minimum of $3,000,000 in the aggregate during the trainee's supervised

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field experience. The Institution shall furnish proof of such insurance coverage prior to execution of this agreement. In addition, Institution shall maintain in effect throughout term of this agreement.

D. In addition, Institution shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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

2. Commercial general liability and automobile liability Endorsement(s) naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Institution's work, including ongoing and completed operations, and further providing 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 Institution's insurance.

3. Student automobile liability insurance, for students who drive to/from any clinical work location, with proof of valid California driver's license for in-state students or other valid state driver's license for out-of-state students.

4. Workers' Compensation Insurance, if Institution employs other individuals 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.

E. Except for a ten (10) day notice of non-payment, the Institution and the COUNTY will require thirty 30 days' written notice if a policy is canceled, non-renewed, or if coverage/limits are reduced or materially altered.

VI. INDEMNIFICATION

A. The Institution shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Institution and/or its students, officers, agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The Institution shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Institution is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect until [month, day, year].

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B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon a thirty (30) days' advance written notice by one party to the other.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph G, to the extent it provides that students are members of COUNTY's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, each party shall bear its own attorney's fees and costs.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by electronic mail as provided by COUNTY, below:

********** SIGNATURE PAGE TO FOLLOW **********

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FOR COUNTY:	FOR INSTITUTION:
Cindy Girard-Berry Departmental Human Resources Manager (Health)	
Name and Title	*Name and Title*
1270 Natividad Rd. Salinas, Ca. 93906 berryc@countyofmonterey.gov	
Address	*Address*
(831) 755-4547	
Phone	*Phone*

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

INSTITUTION

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF MONTEREY

By: _____

Name: _____

Title: _____

Date: _____

TEMPLATE **APPROVED AS TO LEGAL FORM:**

By: DocuSigned by: Stacy Saetta C0ECE1B99F4...
Stacy Saetta
County Counsel
Chief Deputy County Counsel

Date: 3/27/2026 | 7:24 AM PDT

TEMPLATE **APPROVED AS TO RISK PROVISIONS:**

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...
David Bolton
Risk Management
Risk Manager

Date: 3/27/2026 | 8:44 AM PDT

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EXHIBIT A

The County of Monterey Health Department (MCHD) policies/procedures listed below indicate the pertinence to this specific field experience. MCHD reserves the right to amend the policies/procedures below and add additions as needed.

Students must complete and provide evidence of required activities, including but not limited to, the items listed below:

I. Pre-Boarding (After Student is Matched but *Before* Student is Approved as a MCHD Intern)

a. Complete Intern Application

b. Pass Live Scan

c. Provide DMV Printout

d. Provide Driver's License

e. Provide NPI number (for interns who will provide clinical services)

f. Student Attestation Letter (Student is in good standing with the school)

g. Scope of Practice (Clinical Externship Requirements and Responsibilities)

h. BLS Certificate (if available)

II. On-Boarding

a. MCHD Resources (HR) Orientation – First day of Internship

i. Review and sign the following policies

☐ Drug-Free Workplace Policy

☐ Asbestos Notification

☐ Vehicle Use*

☐ Discrimination and Sexual Harassment

☐ Smoke-Free

☐ Information Technology Appropriate Use

☐ Protected Information

ii. Complete TBD Blood Draw

iii. Provide proof of immunization against vaccine preventable diseases, when required by the student's field program.

b. By end of first week of Internship review and sign the following policies

i. Confidentiality*

ii. Compliance

Items followed by an asterisk* require Interns to take and pass on-demand course within the first week of their on-boarding.