County of Monterey

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

Meeting Agenda - Final

Tuesday, January 27, 2026

9:30 AM

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

Board of Supervisors

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

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

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

Participation in meetings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HELPFUL INFORMATION

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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

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.

9:30 A.M. - Call to Order

Roll Call

Additions and Corrections for Closed Session by County Counsel

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

Closed Session

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

   a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) *City of Columbus, et al. v. Robert Kennedy, Jr., et al.* (United States Court of Appeals for the Fourth Circuit Case No. 25-2012)
   (2) LoriAnn Sempek (Worker's Compensation Appeals Board No. ADJ20478302)
   (3) Richard Calvert (Worker's Compensation Appeals Board No. ADJ17041169 & ADJ12850201)

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

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 honoring Steven Adams for his distinguished career in public service and congratulating him on his well-deserved retirement as City Manager of King City. (Supervisor Lopez (P))

Attachments: Ceremonial Resolution - Steven Adams Retirement

3. Adopt a Resolution honoring Patty De La Peña, Human Resources Technician, Department of Social Services upon her retirement after thirty-four years of dedicated service to the County of Monterey. (Supervisor Root Askew (P))

Attachments: Ceremonial Resolution - Patty De La Peña Retirement

Appointments

4. Reappoint Amy Roberts to the Planning Commission representing District 4 with a term end date of January 23, 2030. (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Amy Roberts
Application - Amy Roberts

5. Reappoint Jeanne Hori-Garcia to the Commission On The Status Of Women representing District 4 with a term end date of January 31, 2029 (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Jeanne Hori-Garcia
Application - Jeanne Hori-Garcia

6. Reappoint Louise Iredell to the County Service Area No. 45 Public Works Advisory Committee (Oak Hills) representing Oak Hills Subdivision east of Cathedral Oaks Drive with a term end date of January 1, 2029 (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - Louise Iredell
Application - Louise Iredell

7. Reappoint James Perry to the Historical Advisory Commission representing District 2 with a term end date of February 1, 2029 (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - James Perry
Application - James Perry

8. Appoint Steve Duran to the Behavioral Health Commission representing District 2 as a Public Interest Representative with a term end date of January 27, 2029. (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - Steve Duran
Application - Steve Duran

9. Appoint Steve Duran to the Domestic Violence Coordinating Committee representing District 2 with a term end date of December 31, 2030. (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - Steve Duran
Application - Steve Duran

10. Reappoint Ella Nicolas to the Behavioral Health Commission representing District 4 as a Youth Member with a term end date of December 31, 2026. (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Ella Nicolas
Application - Ella Nicolas

11. Reappoint Cary Swensen to the Housing Advisory Committee representing District 4 with a term end date of January 26, 2028. (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Cary Swensen
Application - Cary Swensen
Resume - Cary Swensen

Approval of Consent Calendar – (See Supplemental Sheet)

12. See Supplemental Sheet

General Public Comments

13. General Public Comments

Scheduled Matters

14. Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five-Year Interval Report.

Attachments: Board Report
Attachment A - Location Map - CVR Counts 5 Year Report 2025
Attachment B - Volumes - CVR Counts 5 Year Report 2025
Attachment C - PTSF and LOS - CVR Counts 5 Year Report 2025
Attachment D - 5 yr Traffic Volumes - CVR Counts 5 Year Report 2025
Attachment E - Intersections June - CVR Counts 5 Year Report 2025
Attachment F - Intersections October - CVR Counts 5 Year Report 2025
Attachment G - Carmel Valley Road 5-Yr Monitoring-2025

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

Attachments: Board Report
Proposed 2026 BoS Assignment List_clean
Proposed 2026 BoS Assignment List_redline
Standing Committee Rotation Schedule (2026-2035)
2025 Board Ad Hoc Committees
Board Policy G-10

16. Consider the Measure AA Committee's funding recommendations and provide direction as deemed appropriate.

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

17.
a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop agenda; authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program;
b. Receive an annual report from Ballard Spahr LLP on federal legislative advocacy;
c. Receive an annual report from Nossaman LLP on state legislative advocacy;
d. Receive an annual report from Nossaman LLP on grant activities; and
e. Provide direction to staff.

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

18. a. Receive a report from the Sheriff's Office related to U.S. Immigration and Customs Enforcement's (ICE) access to Incarcerated Persons in the Monterey County Jail; and
b. Receive and consider public comment

Attachments: Board Report
MCSO Lexipol Policy 524_SB54.pdf

19. a. Receive a presentation on development options for the 1281 Broadway, Seaside Community Benefits Office Replacement Project;
b. Provide direction to staff on the preferred development option for the Project to include in the County of Monterey Facility Master Plan; and
c. Provide direction to staff on continued project planning and design activity for Fiscal Year (FY) 2026-27 Capital Improvement Program.

Attachments: Board Report
Attachment A - Presentation Discussion
Attachment B - Options Annual Cost Comparison
Attachment C - Expenditures To Date
Attachment D - City of Seaside Letter

Other Board Matters

Referral Matrix and New Referrals

20. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

Referral Responses

21. Receive a preliminary response to *Board Referral Number 2025.16* (Alejo) regarding the creation of a new Esperanza Care program.

Attachments: Board Report
Board Referral No. 2025.16
Esperanza Referral PPT

County Administrative Officer Comments

22. County Administrative Officer Comments

Board Comments

23. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn In Memory of Jose Jimenez (Supervisor Alejo) and Desiderio Palma Barroso (Supervisor Alejo)

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

24. Receive annual update on the status of compliance with the Structural Performance Category ratings of the buildings on the Natividad Medical Center campus, and on the services provided in each building, as required by Assembly Bill (AB) 1882 (Chapter 584), Statutes of 2022 until compliance with the seismic safety standards outlined in the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 is achieved.

Attachments: Board Report
Attachment A - Structural Performance Category and Services report.pdf
Attachment B - Facility Map - Public Notices.pdf

25. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 5 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for subscription and consulting services, extending the agreement an additional 1 year period January 3, 2026 through January 2, 2027 for a revised full agreement term of January 3, 2018 through January 2, 2027, and adding $25,859 for a revised total agreement amount not to exceed $250,229.

Attachments: Board Report
MD Buyline Renewal and Amendment 5
MD Buyline Amendment 4
MD Buyline Renewal and Amendment 3
MD Buyline Renewal and Amendment 2
MD Buyline Amendment 1
MD Buyline Membership Agreement

26. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a standard agreement with Comtel Systems Technology, Inc for software maintenance and repair to the Rauland Nurse Call system services at NMC for an amount not to exceed $395,597 with an agreement term February 1, 2026 through January 31, 2031.

Attachments: Board Report
Comtel Systems Technology, Inc. Agreement

27. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding $175,807 for a revised total agreement amount not

to exceed $856,424.

Attachments: Board Report
Net Health Systems Inc Renewal and Amendment 10
Net Health Systems Inc Amendment 9
Net Health Systems Inc Amendment 8
Net Health Systems Inc Amendment 7
Net Health Systems Inc Amendment 6
Net Health Systems Inc Amendment 5
Net Health Systems Inc Amendment 4
Net Health Systems Inc Amendment 3
Net Health Systems Inc Renewal and Amendment 2
Net Health Systems Inc Amendment 1
Net Health Systems Inc Agreement

28. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive Order No. 1264842, applying the terms and conditions of the parties Master Subscription Agreement (A-14570) between the County of Monterey and Wolters Kluwer Health, Inc. (WKH) for the provision of nursing education online tools, subscriptions, licenses, and maintenance support services at NMC for the term of November 27, 2025 through January 31, 2029, for a revised full agreement term of December 10, 2019 through January 31, 2029, and adding $264,717 for a revised total agreement amount not to exceed $687,676.

Attachments: Board Report
Wolters Kluwer Health, Inc. Order 1264842
Wolters Kluwer Health Inc. Amendment No. 1
Wolter Kluwer Health, Inc. Original Agreement

Criminal Justice

29. a. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to retroactively execute a Funds Agreement with The State Bar of California for a three-year period of July 1, 2025 through June 30, 2028, for the Community Assistance, Recovery, and Empowerment (CARE) Court Program for the purpose of providing legal representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans; and
b. Authorize the Public Defender's Office to receive $168,156 from the State Bar of California for the initial CARE Court funding period of July 1, 2025-January 1, 2027.

Attachments: Board Report
Attachment A-CARE Court Funds Agreement

30. a. Authorize the Public Defender's Office to receive an award from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant in the amount of $716,152 with a grant period of February 1, 2026 through June 1, 2028; and
b. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to execute and manage grant documents for the Expanded Public Defense Services (Holistic Defense) Grant.

Attachments: Board Report
Attachment A-Expanded Public Defense Services (Holistic Defense) Grant Award Letter

General Government

31. a. Authorize the Chief Information Officer to execute Amendment No. 2 to the non-standard agreement with CommScope Technologies, LLC dba Comsearch, whose duties and rights have been assumed by Outdoor Wireless Networks LLC dba Comsearch to continue Federal Communications Commission (FCC) license management services, increasing the contract by $73,625 for a total amount not to exceed $108,025 with an agreement retroactive from November 1, 2025 through October 31, 2030; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals, and such documents as are necessary to implement the Amendment.

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

32. Adopt an amended Board of Supervisor's meeting schedule for calendar year 2026, with the following proposed revisions:
Add to the Board of Supervisor's meeting schedule Tuesday, March 3, 2026, and reschedule the Board of Supervisors, Elected Officials and Department Head Retreat from Friday, March 6, 2026, to Tuesday, March 3, 2026;
Reset the Legislative Workshop currently set on Friday, February 13, 2026, to Friday, March 6, 2026; and
Cancel the Board of Supervisors meeting for Friday, February13, 2026.

33. Approve the expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to the Community Foundation for Monterey County for the maintenance and development of the Alisal Arch in East Salinas.

Attachments: Board Report
Attachment 1: Invoice
Attachment 2: Draft Agreement

34. Adopt a resolution to authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Office of the County Counsel's Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

Attachments: Board Report
Resolution.pdf

35. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Standard Agreement between Shared Use Mobility Center and the County of Monterey to implement the Monterey County Zero Emissions Shared Mobility Study with a term retroactive to April 22, 2025 through February 28, 2027, for and amount not to exceed $67,684.

Attachments: Board Report
SUMC Standard Agreement with Exhibit A

36. Approve and authorize advanced step placement for Deja Sero at Step 4 of the County Budget Director salary range, effective February 2, 2026, in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.1.

Attachments: Board Report

37. a. Approve and authorize the Director of the Emergency Communications Department to sign a non-standard revenue generating agreement with American Medical Response West, for the term of February 1, 2026 through January 31, 2032, allowing the County to provide building space and equipment for American Medical Response's use to perform ambulance dispatch; and
b. Authorize the Director of the Emergency Communications Department to sign up to three (3) amendments to this Agreement where the amendments do not significantly change the scope of work.

Attachments: Board Report
Agreement

County of Monterey

Item No.1

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

Board Report

Legistar File Number: CS 26-005

January 27, 2026

Introduced: 1/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Closed Session

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

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *City of Columbus, et al. v. Robert Kennedy, Jr., et al.* (United States Court of Appeals for the Fourth Circuit Case No. 25-2012)
(2) LoriAnn Sempek (Worker's Compensation Appeals Board No. ADJ20478302)
(3) Richard Calvert (Worker's Compensation Appeals Board No. ADJ17041169 & ADJ12850201)

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

County of Monterey

Item No.2

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

Board Report

Legistar File Number: CR 26-006

January 27, 2026

Introduced: 1/15/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Steven Adams for his distinguished career in public service and congratulating him on his well-deserved retirement as City Manager of King City. (Supervisor Lopez (P))

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

Resolution No.
Adopt a resolution honoring **Steven Adams** for his distinguished career in public service and congratulating him on his well-deserved retirement as City Manager of King City.

WHEREAS, Steven Adams is retiring after more than forty-three years of dedicated public service, including ten years as City Manager of the City of King City from 2015 until his retirement in February 2026; and

WHEREAS, Steven Adams holds a Bachelor's degree in Political Science from California Polytechnic State University, San Luis Obispo, and a Master's degree in Public Administration from the University of Southern California; and

WHEREAS, during his career in municipal leadership, **Steven Adams** served in executive roles in the City of Westlake Village and as City Manager of the City of Arroyo Grande for over fourteen years, where he demonstrated effective governance, fiscal stewardship, and a collaborative approach to community leadership; and

WHEREAS, appointed during a challenging period for King City, **Steven Adams** provided steady leadership that restored public trust, stabilized city operations, and guided the community through recovery and growth; and

WHEREAS, under **Steven Adams'** leadership, King City eliminated a five-million-dollar negative fund balance, established strong financial reserves, and achieved long-term fiscal stability; and

WHEREAS, Steven Adams advanced public safety and youth development by fully implementing the Comprehensive Plan to End Youth Violence, including the PRO Youth HEART after-school program, resulting in significant reductions in gang activity and shootings; and

WHEREAS, Steven Adams led the revitalization of downtown King City, advanced major infrastructure and transportation projects including the King Station Multimodal Transit Center, and helped secure more than one hundred million dollars in grant funding for infrastructure, housing, and community initiatives; and

WHEREAS, Steven Adams supported housing stability and community well-being by securing grants for the Homekey permanent supportive housing program, utility assistance, and rental assistance for residents in need; and

WHEREAS, Steven Adams played a key role in the success of Operation Santa by supporting King City's role as fiscal agent, facilitating the receipt and management of funds, and personally ensuring the timely purchasing of food and toys, a level of hands-on fiscal support that led partners

to affectionately refer to him as *Steve Money Man Adams* for his reliability and commitment to helping deliver holiday support to hundreds of families each Christmas season; and

WHEREAS, throughout his tenure in King City, **Steven Adams** actively supported civic engagement and community pride through his involvement with King City in Bloom, local service clubs, and volunteer activities, helping advance beautification efforts, community events, and a strong culture of public participation; and

WHEREAS, Steven Adams' legacy is defined by collaboration, fiscal responsibility, and a deep commitment to community service that has strengthened the quality of life in King City and the Salinas Valley.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Monterey, on behalf of the County and all of its residents, hereby acknowledges, commends, and expresses its deepest gratitude to **Steven Adams** for his decades of dedicated service, his visionary leadership as City Manager of King City, and his lasting contributions to the community, and congratulates him on his well-deserved retirement.

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

Item No.3

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

Board Report

Legistar File Number: CR 26-004

January 27, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a Resolution honoring Patty De La Peña, Human Resources Technician, Department of Social Services upon her retirement after thirty-four years of dedicated service to the County of Monterey. (Supervisor Root Askew (P))

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

Resolution No.:
Adopt a resolution honoring Patty De La Peña, Human Resources Technician, Department of Social Services upon her retirement after thirty-four years of dedicated service to the County of Monterey.

WHEREAS, Honoring **Patty De La Peña**, Human Resources Technician, for her dedicated service of 34 years to the County of Monterey Department of Social Services upon her retirement.

WHEREAS, Patty De La Peña announced her retirement from public service as a Human Resources Technician for the Department of Social Services, effective December 31, 2025; and

WHEREAS, Patty De La Peña has served the people of Monterey County for 34 years, having been hired on December 9th, 1991 at the Risk Management Department and in April 1994 transferred to the Department of Social Services in the Community Benefits branch as a Typist Clerk II, was promoted to Senior Typist Clerk in May 1996, promoted again to Principal Clerk-Confidential in November 2022 in the DSS Human Resources Branch. From there, **Patty De La Peña** promoted to the position of Human Resources Technician on November 12th, 2005 serving as a leave, benefit and recruitment technician.

WHEREAS, Patty De La Peña provided dedicated service in the processing of employee benefits, leaves of absence and recruitment transactions, and has consistently demonstrated exceptional customer service, responding to employee needs with professionalism, patience, and a genuine willingness to assist; and

WHEREAS, Patty De La Peña demonstrated unwavering commitment, professionalism, and being personable and approachable, contributing significantly to the efficient administration of human resources services and the support of employees throughout the organization; and

WHEREAS, Patty De La Peña through years of dependable service, earned the respect and appreciation of colleagues, supervisors, and the workforce served; and

WHEREAS, Patty De La Peña's dedication, institutional knowledge, and commitment to excellence have made a lasting and meaningful impact on the organization and its workforce.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognize and congratulate **Patty De La Peña** upon her retirement and wishes her success, good health, and happiness in all future endeavors.

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: APP 25-177

Item No.4

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

January 27, 2026

Introduced: 11/13/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Amy Roberts to the Planning Commission representing District 4 with a term end date of January 23, 2030. (District Specific - District 4, Supervisor Root Askew)

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

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

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Planning Commission

Nominated Appointee: Amy Roberts

Nominated by: County Supervisor

Representing: District 4

Reason for Nomination:

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

Term:

Start Date: 01/24/2026 Term End Date: 01/23/2030

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

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Salinas, CA 93901
O: (831) 755-5066 Option 6
F: (831) 755-5888
cob@countyofmonterey.gov

Planning Commission Application

Amy Roberts

District: 4
Initialed Application: Yes

Applicant

First Name: **Amy**
Middle Initial:
Last Name: **Roberts**

Employment

Occupation:
Job Title: **Subtitute Teacher/ELPAC/AP test proctor**
Employer: **Salinas Union High School District**

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 Commission

Please tell us about yourself and why you want serve:

I am passionate about land use planning and the public's right to be involved in local decisions.

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

I would like to continue my time on the Monterey County Planning Commission because I believe that my personal experience in land use as well as my continued

service on the Monterey County Planning Commission brings a background that benefits District 4 and the County as a whole.

How did you hear about the position?:

County Supervisor

County of Monterey

Board Report

Legistar File Number: APP 26-007

Item No.5

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

January 27, 2026

Introduced: 1/5/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Jeanne Hori-Garcia to the Commission On The Status Of Women representing District 4 with a term end date of January 31, 2029 (District Specific - District 4, Supervisor Root Askew)

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

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

To: Clerk of the Board's Office

From: Yuri Anderson on Behalf of Supervisor Ask

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Commission On The Status Of Women

Nominated Appointee: Jeanne Hori-Garcia

Nominated by: Supervisor Wendy Root Askew

Representing: District 4

Reason for Nomination:

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

Term:

Start Date: 02/01/2026 Term End Date: 01/31/2029

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

Commission On The Status Of Women Application

Jeanne Hori-Garcia

District: 4
Initialed Application: Yes

Applicant

First Name: **Jeanne**
Middle Initial:
Last Name: **Hori-Garcia**

Employment

Occupation: **Child Development Instructor**
Job Title: **Part-time instructor**
Employer: **Gavilan College**

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

Has served on an advisory group before?

Yes

I have been appointed on the Monterey County Child Care Planning Council, local college ECE advisory board with stakeholders of public and private childcare and early education programs, First 5 Commission: Monterey County.

Please tell us about yourself and why you want serve:

Since my retirement as a full-time instructor at Hartnell College, I have been active as a board member and officer of the Salinas Woman's Club, California Retired Teachers Association, Peacock Acres (Foster care and education program), Monterey County Child Care Planning Council, representative to the Domestic Violence Coordinating Council, Delta Kappa Gamma, Professional Educators Organization, and Part-time instructor at Gavilan College. Being on the commission allows me to share knowledge about the challenges of affordable and quality

childcare and education to other stakeholders in the business and non-profit world.

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

I would like to be on the Commission on the Status of Women because I bring to the table issues about childcare, public education funding and defunding, trends, legislation and the challenges of senior women, the fastest growing demographic group in Monterey County.

How did you hear about the position?:

Initially Wendy Root-Askew was a guest speaker at a Salinas Woman's Club meeting. She mentioned that she had vacancies in several commissions in District 4. I received an email from her staff if I wanted to continue as commissioner since there are no term limits for this commission.

County of Monterey

Board Report

Legistar File Number: APP 26-008

Item No.6

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

January 27, 2026

Introduced: 1/7/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint Louise Iredell to the County Service Area No. 45 Public Works Advisory Committee (Oak Hills) representing Oak Hills Subdivision east of Cathedral Oaks Drive with a term end date of January 1, 2029 (District Specific - District 2, Supervisor Church)

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: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the County Service Area No. 45 Public Works Advisory Committee (Oak Hills)

Nominated Appointee: Louise Iredell

Nominated by: Supervisor Glenn Church

Representing: County of Monterey District 2

Reason for Nomination:

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

Term:

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

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

County Service Area No. 45 Public Works Advisory Committee (Oak Hills) Application

Louise Iredell

District: 2
Initialed Application: Yes

Applicant

First Name: **Louise**
Middle Initial:
Last Name: **Iredell**

Employment

Occupation:
Job Title:
Employer:

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 was appointed for the CSA 45 committee in 2023 and my term has expired as of 1/0q/26.

Please tell us about yourself and why you want serve:

I have been involved with my neighborhood for over 40 years. As a President, Board Member on our Rancho Bolsa Bolsa HOA. I have continued to be involved with our Neighborhood Assn for Oak Hills as the Communications person to the neighborhood. I'm tired but still active in the neighhorhood. It has been rewarding to have some many neighbors email me with questions about what is happening in Oak Hills and how I can help them.

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

committee/commission/district:

I have been on the CSA 45 Advisory Committee since 2023 and very involved with the proposed rate increase for our neighborhood. Our Advisory Committee was not complete, but with my phone calls and support, I have made the CSA 45 Advisory Committee complete. My term expired on 1/01/26 and I would like to continue with the upcoming proposed tax increase for our three services - street lights, storm drains and our open space. Our neighbors receive my emails and the research and advice has helped them understand the upcoming process of the proposed tax increase. It has made the neighborhood more involved an aware!

How did you hear about the position?:

I received an email from Marilyn Vierra, Chief of Staff, for Supervisor Church that my term had expired as of 1/01/2026

County of Monterey

Board Report

Legistar File Number: APP 26-009

Item No.7

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

January 27, 2026

Introduced: 1/8/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint James Perry to the Historical Advisory Commission representing District 2 with a term end date of February 1, 2029 (District Specific - District 2, Supervisor Church)

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: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Historical Advisory Commission

Nominated Appointee: James Perry

Nominated by: Supervisor Glenn Church

Representing: County of Monterey District 2

Reason for Nomination:

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

Term:

Start Date: 01/20/2026 Term End Date: 02/01/2029

Historical Advisory Commission Application

Email *

[redacted]

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Applicant represents that they are qualified to serve as on the board/commission/committee for which they are applying.

First Name * **MI** **Last Name** *

James Perry

Address Line 1 *

[redacted]

Address Line 2 *(optional)*

[redacted]

City * **State** * **Postal Code** *

Salinas [redacted]

What district do you live in? * **What district are you interested in serving in?**

District 2 District 2

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

[redacted]

Gender

[redacted]

Primary Phone *

[redacted]

Alternate Phone

[redacted]

Please identify how you prefer to be contacted.

Please contact me by **mail**, using the address listed above

Please contact me by **phone** using number entered above

* Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

• Yes ○ No

If yes, please list

Monterey County Historical Advisory Commission, Chair. Appointed 3/2011

Interests & Experiences

Please tell us about yourself and why you want serve. *

I wish to continue serving the Historical Advisory Commission utilizing my working regional historical knowledge of our regions archives, artifacts and architecture to assure these resources continue being appreciated & preserved. I have 35 years of experience working with these resources having commenced my service to the Monterey County Historical Society in various capacities since May 1990. I presently am the Executive Director & Curator of the Monterey County Historical Society administrating the Boronda Adobe History Center located in un-incorporated Monterey County in District 2. I believe I can continue to offer sound, proactive and creative guidance and counsel in various aspects of our regional history. I have attached my resume to evidence my experience & expertise to evidence the aforementioned for your consideration.

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

History, in all of its forms often diminishes and eventually disappears entirely if not nourished and preserved. My love and passion for keeping our history alive sustains my efforts managing the Monterey County Historical Society and I believe this energy would be a positive, ongoing influence to our history.

Have you served on an advisory group before?

* Yes No

If yes, please explain

Monterey County Historical Advisory Commission, Chair. Appointed 3/2011

How did you hear about the position?

County of Monterey Historian, Meg Clovis, in Fall 2010

County of Monterey Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

(•) Yes ( ) No

Background Information

Upload a resume with the names, addresses, and dates of employers for the last five (5) years.

Choose File no file selected

Only .pdf format are accepted. Document cannot be larger than 1 MB.

Employer	Job Title	Occupation
Monterey County Historical Soci	Executive Director & Curator	Museum/Historical Preservation

Employer Address

Monterey County Historical Society 333 Boronda Rd.
Salinas, CA
93907

County of Monterey

Board Report

Legistar File Number: APP 26-014

Item No.8

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

January 27, 2026

Introduced: 1/12/2026
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint Steve Duran to the Behavioral Health Commission representing District 2 as a Public Interest Representative with a term end date of January 27, 2029. (District Specific - District 2, Supervisor Church)

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: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Behavioral Health Commission

Nominated Appointee: Steve Duran

Nominated by: Supervisor Glenn Church

Representing: County of Monterey District 2

Reason for Nomination:

- (•) New Term
  Replacing Member: Terri Larson
- ( ) Reappointment
- ( ) Filling an Unscheduled / Unexpired Term

Term:

Start Date: 01/27/2026 Term End Date: 01/27/2029

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

Steve Duran

District: 2
Initialed Application: Yes

Applicant

First Name: **Steve**
Middle Initial:
Last Name: **Duran**

Employment

Occupation: **Foster/former foster youth**
Job Title: **Vp**
Employer: **Unity care**

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:

Born and raised in salinas Spent the last 28 years working in the foster care system. I want to best for my community

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

Mental health is very important to me I've worked with foster/former youth We have a crisis in our community and need more ideas etc on how to continue to create new programs

How did you hear about the position?:

Online

Please identify any specialized accommodations needed for equal participation:

Na

County of Monterey

Board Report

Legistar File Number: APP 26-011

Item No.9

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

January 27, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Steve Duran to the Domestic Violence Coordinating Committee representing District 2 with a term end date of December 31, 2030. (District Specific - District 2, Supervisor Church)

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: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Domestic Violence Coordinating Committee

Nominated Appointee: Steve Duran

Nominated by: Supervisor Glenn Church

Representing: County of Monterey District 2

Reason for Nomination:

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

Term:

Start Date: 01/27/2026 Term End Date: 12/31/2030

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

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

Domestic Violence Coordinating Committee Application

Steve Duran

District: 2
Initialed Application: Yes

Applicant

First Name: **Steve**
Middle Initial:
Last Name: **Duran**

Employment

Occupation: **Foster care**
Job Title: **Vp**
Employer: **Unity care group**

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:

A little about myself Born and raised in Salinas Have been working with foster / former youth and families I coach basketball , flag football and local rec center and Hardn middle school. I've been coaching youth sports for over 25 years I just want to serve and give my time to better my community

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

I just wanting to serve and do my part for my community.

How did you hear about the position?:

Online

Please identify any specialized accommodations needed for equal participation:

No

County of Monterey

Item No.10

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

Board Report

Legistar File Number: APP 26-012

January 27, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Ella Nicolas to the Behavioral Health Commission representing District 4 as a Youth Member with a term end date of December 31, 2026. (District Specific - District 4, Supervisor Root Askew)

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

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

To: Clerk of the Board's Office

From: Yuri Anderson on Behalf of Supervisor Ask

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Behavioral Health Commission

Nominated Appointee: Ella Nicolas

Nominated by: Supervisor Askew

Representing: District 4 - Youth

Reason for Nomination:

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

Term:

Start Date: 01/27/2026 Term End Date: 12/31/2026

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

Ella Nicolas

District: 4
Initialed Application: Yes

Applicant

First Name: **Ella**
Middle Initial:
Last Name: **Nicolas**

Employment

Occupation:
Job Title:
Employer:

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:

Supervisor encouraged me to apply as a youth commissioner

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

To learn more about the county and county policies.

How did you hear about the position?:

Supervisor asked me

County of Monterey

Board Report

Legistar File Number: APP 26-013

Item No.11

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

January 27, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Cary Swensen to the Housing Advisory Committee representing District 4 with a term end date of January 26, 2028. (District Specific - District 4, Supervisor Root Askew)

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

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

To: Clerk of the Board's Office

From: Yuri Anderson on Behalf of Supervisor Ask

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/27/2026

Appointment to the Housing Advisory Committee

Nominated Appointee: Cary Swensen

Nominated by: Wendy Root-Askew

Representing: District 4

Reason for Nomination:

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

Term:

Start Date: 01/27/2026 Term End Date: 01/26/2028

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

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

Housing Advisory Committee Application

Cary Swensen

District: 4
Initialed Application: Yes

Applicant

First Name: **Cary**
Middle Initial:
Last Name: **Swensen**

Employment

Occupation: **Business Owner and Educator**
Job Title: **Ownwe**
Employer: **Sylvan Learning Salinas/Monterey**

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

HAC

Please tell us about yourself and why you want serve:

I am a credentialed teacher from Washington State. I have a master's degree in history. I own Sylvan Learning Salinas. I am a part time instructor at Hartnell. I am a Steinbeck Rotarian and a LULAC Council 2055 member. I am also a renter in Salinas and I want to help with the housing crisis.

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

I have been serving on the HAC and would like to continue.

How did you hear about the position?:

Wendy Root-Askew

Please identify any specialized accommodations needed for equal participation:

none

Cary Swensen, MA

Educator & Academic Leader

Exceptional educator and leader with a strong background in hands-on teaching within private school, high school, and numerous other environments. Equipped with 15+ years of experience as a Business Owner of a company providing programmatic educational solutions to diverse students of all ages, capable of understanding large-scale, program-level academic needs as well as individual learning strategies for one-on-one, small group, and classroom-based teaching. Unmatched passion for student development and success with a strong focus on diversity, inclusion, and awareness. Strong ability to teach via remote settings, creating video lessons to teach students with Zoom and Google Classroom.

Career Experience

Owner, Sylvan Learning Center of Salinas, Kiwi Scholar, Inc. 2/2009 to Present

Lead the ownership and daily operation of the Sylvan Learning Center of Salinas to provide programmatic educational services to students of all ages in reading, writing, and effective study skills.

- Adapt curriculum towards remote-based education in response to COVID-19, successfully creating impactful video lessons for online teaching with Zoom and Google Classroom.
- Manage a cross-functional team during daily operations, building top-performing team of up to 10 Managers and Teachers through staff hiring, training, development, and leadership.
- Drive consistent business development and growth via financial management, achieving continuous monthly revenue growth.
- Deliver exceptional academic services, teaching, and instruction to achieve high rates of student retention rates averaged at six months, including working with Spanish-speaking students.
- Oversee program management for up to 80 active, concurrent student programs, conducting monthly parent meetings, program monitoring, and evaluation to ensure achievement of educational outcomes.
- Initiate productive collaborations with teachers, school officers, and parents via on-site visits to schools and transparent communications regarding student progress, fostering a multidisciplinary approach to student education and academic support.

Adjunct Instructor, Hartnell Community College 1/2021 to Present

Provide instruction in United States History to both Freshman on campus and Inmates at Salinas Valley State Prison and Correctional Training Facility (CTF).

- Create the curriculum for the students
- Adapt my teaching to meet the needs of the students
- Insure they learn how to read, write, and discuss history
- DSPS Instructor

Director of Education, BGA Education DBA Sylvan Learning 1992 to 2009

Directed program management efforts for up to 80 active student programs, serving as Director of Education prior to serving as the Owner (beginning 2009).

*Additional teaching experience within a private high school setting (six years) as well as a Substitute Teacher (three years); served as the **President** of Salinas Steinbeck Rotary Club; Member of LULAC Council 2055; Seeds4STEM board members; Former Meals on Wheels of the Salinas Valley Board Member; Housing Advisory Committee Member; Former Measure G Committee Member*

Education

Master of Arts, History
University of Colorado

Bachelor of Arts, Education (Concentration: History) | Teaching Certificate
Endorsements: History & Social Studies, grades 4-12th
Western Washington University

County of Monterey

Board Report

Legistar File Number: OBM 26-006

Item No.12

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

January 27, 2026

Introduced: 1/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-007

Item No.13

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

January 27, 2026

Introduced: 1/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 1/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five-Year Interval Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Accept the report on traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. Accept the Five-Year Interval Report.

SUMMARY:

The 2010 General Plan includes policies that require annual monitoring and reporting of traffic volumes and travel times on segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. If the annual monitoring reveals that traffic volumes are exceeding certain thresholds, the Board of Supervisors must conduct a noticed public hearing.

Public Works, Facilities and Parks (PWFP) generally monitors 13 road segments listed in Carmel Valley Master Plan (CVMP) Policy CV-2.17 annually (refer to Attachment A for map). Only six of those segments are required to be reported on for the annual report (Policy CV-2.17 (a)). The required monitoring was completed for the months of June and October 2025 for Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. The Average Daily Traffic (ADT) and Percent Time Spent Following (PTSF) results are shown in Attachment B. For this monitoring period, the ADT for all reportable segments are below the thresholds set by the Policy. Segments 5, 6, and 7 exceeded the PTSF threshold set by the Policy. Additionally, Segments 4, 5, 6 and 7 are within twenty percent (20%) of ADT threshold, as shown on Attachment C. The remaining segments do not meet this criterion and generally do not need to be evaluated annually. Attachment D shows the Traffic Volumes from 2015 to present for all segments. Consequently, pursuant to this Policy, a public hearing before the Board of Supervisors is required.

Every five years an additional analysis must be performed on all segments of Carmel Valley Road to determine if additional road segments need to be added to the yearly evaluation report. Because no segments other than those that are already monitored annually are within a twenty percent (20%) margin of the listed threshold, staff recommends making no changes or additions of road segments to the yearly traffic evaluation report.

At five-year intervals, the County is also required to examine changes in levels of service (LOS)

which may cause consideration of an adjustment of the cap on new units or other measures that may reduce traffic impacts. A comparison of LOS from 2020 and 2025 is presented on Attachment D.

DISCUSSION:

The 2010 General Plan - CVMP includes a policy to monitor the circulation of traffic in Carmel Valley on established segments numbered from east to west (locations shown in Attachment A). Segments 1-10 are located along Carmel Valley Road and segments 11-13 are located on Rio Road and Carmel Rancho Boulevard. Policy CV-2.17 requires bi-annual monitoring of peak hour traffic volumes, once while school is not in session (June) and once while school is in session (October). The counts are conducted on all 13 segments. Per Policy, an annual evaluation is only required on Segments 3, 4, 5, 6, 7 and 10 of Carmel Valley Road, plus any others that fall within 20% of the established threshold.

However, CV-2.17 (d) requires that at five-year intervals, all segment volumes are analyzed and compared to the ADT thresholds. If a segment is within twenty percent (20%) of the listed ADT threshold, then it shall be added to the list of roads that are evaluated annually. Attachment B presents a comparison of current volumes, threshold volumes and the percent-of-threshold values. This year, no other segments were within 20% of the established thresholds thus no additional segments need to be evaluated this year, and the list of required segments for evaluation does not need to be amended for 2026.

Policy CV-2.17 (e) further requires that every five years, the County shall examine the degree to which the estimates of changes to the LOS in the Plan Area may be occurring earlier than predicted in the General Plan Environment Impact Report (EIR). Evaluation and comparisons of the five-year data demonstrate that traffic volumes are generally trending lower than forecasted in the General Plan EIR (Attachment D). None of the five-year monitoring segments exceeded criteria, and therefore no changes to the unit cap are needed, pursuant to Policy CV-2.17(e). The next five-year interval will be included with the annual report in January 2031.

The ADT volumes for all 13 segments in the CVMP area and the threshold value from the CVMP are presented in Attachment B. The ADTs do not exceed the threshold, nor are they within 100 ADT of the threshold.

Using these volumes, the PTSF was calculated for Segments 1 through 13. Segments 9, 10, 11, and 13 are four-lane highways, and because the PTSF methodology does not apply to four-lane roadways, the LOS determination is based on Volume. PTSF and LOS is shown on Attachment C. The analysis indicates Segments 5, 6, and 7 exceeded the PTSF threshold.

Intersection LOS was also evaluated as part of this report, as related to Policy CV-2.17 (f). All signalized intersection studied operate at acceptable LOS. All unsignalized intersections studied, except for three, operate at acceptable LOS. The intersections are: Carmel Valley Road/Village Park Road; Carmel Valley Road/Valley Greens Drive (analyzed in a separate traffic study); and Carmel Valley Road/Laureles Grade. Improvements at Carmel Valley Road/Village Park Road were recently completed, and a roundabout is currently under construction at Carmel Valley Road/Laureles Grade. Improvement options are being analyzed

at Carmel Valley Road/Valley Greens Drive in a separate study. All unsignalized intersections studied, except for three, do not meet traffic signal warrants. The intersections are: Carmel Valley Road/Valley Greens Drive; and Carmel Valley Road/Schulte Road and Carmel Valley Road/Ford Road, both of which operate at acceptable LOS. A summary of intersection LOS is presented on Attachments E and F.

For this monitoring year, the data and observations may not be typical, primarily because there were several construction activities along the Carmel Valley Road corridor that may have affected traffic flow along Carmel Valley Road. As an example, observations showed vehicles platooned behind construction vehicles that were likely traveling to or from construction project work sites or performing construction work on the roadway. Traffic control related to construction activities also affected traffic observations along the corridor. These construction projects included: Carmel Valley Road/Laureles Grade Roundabout; Carmel Area Wastewater District (CAWD) Sewer Project; and the Carmel Valley Road/Village Park Road intersection improvements.

As required, the report and results were presented to the Carmel Valley Road Advisory Committee (CVRAC) at its January 8, 2026, meeting. Comments received include: the summary table [in the report] shows that the traffic numbers from 2008, 2020, and 2025 have not ballooned as forecasted and are relatively stable; and that use of 24-hour counts is totally erroneous, and should count only during morning hours, and not at night when there is no traffic. PWFP-Public Works staff responded to the CVRAC that the data presented in this report is per the requirements of the Policies. PWFP-Public Works staff also stated that technical analyses for road operations use standard methodologies and peak hour traffic volumes, which represents the period during which traffic volumes are highest during the day.

OTHER AGENCY INVOLVEMENT:
This traffic volume analysis was presented to the CVRAC at its January 8, 2026 meeting as required in the CVMP.

Due to late submission of this Board Report, the CAO Budget and Analysis Division was not provided adequate time to fully review for potential fiscal, organizational, policy, or other implications to the County of Monterey.

FINANCING:
Scheduled traffic monitoring activities for CVMP, estimated at $10,000, are funded by the Carmel Valley Traffic Impact Fee Program. Sufficient funds are available in the Road Fund 002, Unit 8558, Appropriation Unit PFP004 to finance this work.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action is in compliance with the Board of Supervisors' policies established in the County General Plan and supports the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety as the report provides data relative to the prioritization of resources to help maintain operations of County roadway infrastructure.
__X_ Well-Being and Quality of Life
__X_ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
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 - Location Map
Attachment B - Carmel Valley Road Volumes
Attachment C - Level of Service and Percent Time Spent Following
Attachment D - 5-Year Traffic Volumes
Attachment E - Intersections - June 2025
Attachment F - Intersections - October 2025
Attachment G - Carmel Valley Road Five-Year Traffic Monitoring Report

Introduced: 1/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Receive and accept a report on:
a. Traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. The Five-Year Interval Report.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Accept the report on traffic volumes on Carmel Valley Road for all segments, pursuant to the 2010 General Plan, Carmel Valley Master Plan area; and
b. Accept the Five-Year Interval Report.

SUMMARY:

The 2010 General Plan includes policies that require annual monitoring and reporting of traffic volumes and travel times on segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. If the annual monitoring reveals that traffic volumes are exceeding certain thresholds, the Board of Supervisors must conduct a noticed public hearing.

Public Works, Facilities and Parks (PWFP) generally monitors 13 road segments listed in Carmel Valley Master Plan (CVMP) Policy CV-2.17 annually (refer to Attachment A for map). Only six of those segments are required to be reported on for the annual report (Policy CV-2.17 (a)). The required monitoring was completed for the months of June and October 2025 for Segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road. The Average Daily Traffic (ADT) and Percent Time Spent Following (PTSF) results are shown in Attachment B. For this monitoring period, the ADT for all reportable segments are below the thresholds set by the Policy. Segments 5, 6, and 7 exceeded the PTSF threshold set by the Policy. Additionally, Segments 4, 5, 6 and 7 are within twenty percent (20%) of ADT threshold, as shown on Attachment C. The remaining segments do not meet this criterion and generally do not need to be evaluated annually. Attachment D shows the Traffic Volumes from 2015 to present for all segments. Consequently, pursuant to this Policy, a public hearing before the Board of Supervisors is required.

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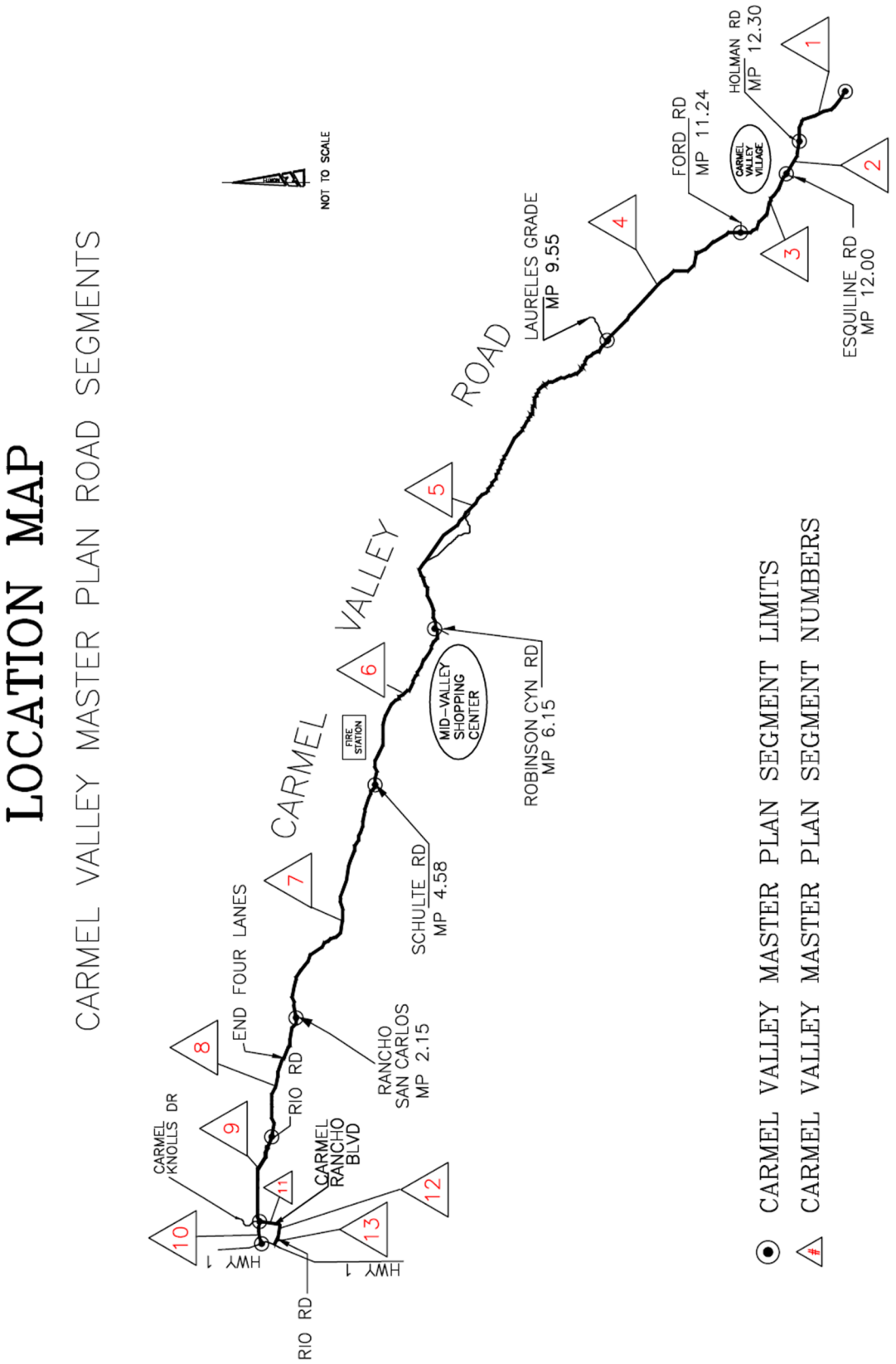
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action is in compliance with the Board of Supervisors' policies established in the County General Plan and supports the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety as the report provides data relative to the prioritization of resources to help maintain operations of County roadway infrastructure.

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

Prepared by: Chad Alinio, PE, Senior Civil Engineer
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

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Attachment C - Level of Service and Percent Time Spent Following
Attachment D - 5-Year Traffic Volumes
Attachment E - Intersections - June 2025
Attachment F - Intersections - October 2025
Attachment G - Carmel Valley Road Five-Year Traffic Monitoring Report

ATTACHMENT A



ATTACHMENT B

Carmel Valley Road 2025 Volumes

SEGMENT ROADS	CVMP Threshold	2025 June Volume (School not in session)		2025 October Volume	
	ADT	ADT	Percent Under Threshold	ADT	Percent Under Threshold
Segment 1 - (Holman Road to CVMP Boundary)	8,487	2,865	-66.2%	2,918	-65.6%
Segment 2 - (Holman Road to Esquiline Road)	6,835	3,239	-52.6%	3,367	-50.7%
Segment 3 - (Esquiline Road to Ford Road)	**9,065**	**5,628**	-37.9%	**5,813**	-35.9%
Segment 4 - (Ford Road to Laureles Grade)	**11,600**	**11,138**	-4.0%	**11,118**	-4.2%
Segment 5 - (Laureles Grade to Robinson Canyon Road)	**12,752**	**10,982**	-13.9%	**9,873**	-22.6%
Segment 6 - (Robinson Canyon Road to Schulte Road)	**15,499**	**14,664**	-5.4%	**14,280**	-7.9%
Segment 7 - (Schulte Road to Rancho San Carlos Road)	**16,340**	**15,080**	-7.7%	**14,776**	-9.6%
Segment 8 - (Rancho San Carlos Road to Rio Road)	48,487	21,402	-55.9%	20,581	-57.6%
Segment 9 - (Rio Road to Carmel Rancho Boulevard)	51,401	21,688	-57.8%	20,711	-59.7%
Segment 10 - (Carmel Rancho Boulevard to SR1)	**27,839**	**20,108**	-27.8%	**20,123**	-27.7%
Segment 11 - (Carmel Rancho Boulevard CVR to Rio Road)	33,495	15,956	-52.4%	14,192	-57.6%
Segment 12 - Rio Road (Val Verde Dr to Carmel Rancho Blvd)	6,416	829	-87.1%	840	-86.9%
Segment 13 - Rio Road (Carmel Rancho Boulevard to SR1)	33,928	8,993	-73.5%	8,563	-74.8%

ATTACHMENT C

Road Segment
Percent Time Spent Following (PTSF)
and Level of Service (LOS)
June 2025

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	55.3	C	54.9	B
2	Carmel Valley Road	Between Esquiline Road and Holman Road	55.9	C	57.2	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**71.3**	**D**	**74.6**	**D**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**77.6**	**D**	**77.8**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**80.0**	**D**	**90.0**	**E**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**83.4**	**D**	**89.4**	**E**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**83.1**	**D**	**90.1**	**E**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road (two-lane portion)	87.6	E	92.8	E
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	N/A	A	N/A	B
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	N/A	A	N/A	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	35.8	A	36.4	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	N/A	A	N/A	A

Bold type indicates road segments currently included in the annual monitoring report.
Underlines indicate an LOS worse than the target LOS.
N/A: Not applicable.

Road Segment
Percent Time Spent Following (PTSF)
and Level of Service (LOS)
October 2025

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	53.2	B	61.2	C
2	Carmel Valley Road	Between Esquiline Road and Holman Road	55.4	C	57.1	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**74.2**	**D**	**75.4**	**D**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**77.8**	**D**	**79.0**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**78.5**	**D**	**87.6**	**E**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**80.7**	**D**	**87.7**	**E**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**85.2**	**E**	**89.9**	**E**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road (two-lane portion)	87.9	E	89.3	E
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	N/A	A	N/A	A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	N/A	A	N/A	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	33.6	A	37.6	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	N/A	A	N/A	A

Bold type indicates road segments currently included in the annual monitoring report.

Underlines indicate an LOS worse than the target LOS.

N/A: Not applicable.

ATTACHMENT D

5-Year Traffic Volumes

Volume and LOS Comparison

No.	Road	Segment	2008		2020				2025				General Plan (Cumulative)	
					June		October		June		October			
			ADT*	LOS*	ADT	LOS	ADT	LOS	ADT	LOS	ADT	LOS	ADT	LOS
1	Carmel Valley Road	East of Holman Road	3,235	A	3,084	B	2,791	C	2,865	C	2,918	C	10,400	D
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,673	A	3,211	B	2,926	C	3,239	C	3,367	C	6,100	D
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**10,816**	**B/C**	**8,058**	**C**	**7,913**	**C**	**5,628**	**D**	**5,813**	**D**	**13,200**	**F**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**-**	**C**	**9,196**	**D**	**9,064**	**D**	**11,138**	**D**	**11,118**	**D**	**22,600**	**F**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**11,521**	**C/D**	**9,732**	**D**	**9,551**	**D**	**10,982**	**E**	**9,873**	**E**	**27,400**	**F**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,163**	**D**	**13,072**	**D**	**13,279**	**D**	**14,664**	**E**	**14,280**	**E**	**33,200**	**F**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,984**	**D**	**13,513**	**D**	**13,649**	**D**	**15,080**	**E**	**14,776**	**E**	**36,600**	**F**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road	19,655	A	18,013	D**	18,205	D**	21,402	E**	20,581	E**	35,800	F
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Rd.	24,655	A/B	18,173	A	18,326	A	21,688	B	20,711	A	41,800	F
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**23,160**	**A/B**	**18,698**	**A**	**18,962**	**A**	**20,108**	**A**	**20,123**	**A**	**40,200**	**F**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	11,015	-	12,122	A	12,522	A	15,956	A	14,192	A	18,600	D
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	-	-	902	A	875	A	829	A	840	A	-	-
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	12,270	-	6,965	A	6,980	A	8,993	A	8,563	A	18,100	D

Bold type indicates road segments currently included in the annual monitoring report.

* 2008 ADT from 2008 CVMP Volume Report; 2008 ADT from General Plan EIR baseline.

** 2025 LOS is for the two-lane portion of Segment 8. The four-lane portion is operating at LOS A

ATTACHMENT E

Intersections – June 2025

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	5.8	A		8.4	A	
Carmel Rancho Blvd / Carmel Valley	Signals	16.0	B		20.4	C	
Rio Vista Drive / Carmel Valley	One-way stop	23.5	C	Not met	24.1	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.1	A		6.4	A	
Village Park / Carmel Valley**	One-way stop	36.0	E	Not met	**51.1**	**F**	Not met
Via Mallorca / Carmel Valley	Signals	6.3	A		6.2	A	
Rancho San Carlos / Carmel Valley	Signals	7.6	A		12.9	B	
Schulte / Carmel Valley	One-way stop	27.9	D	Not met	31.6	D	Not met
Robinson Canyon / Carmel Valley	Yield	10.0	A	Not met	17.3	C	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.8	A	Not met	8.8	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	26.6	D		**>300**	**F**	
Ford / Carmel Valley	One-way stop	13.2	B	Not met	12.7	B	Not met
Esquiline / Carmel Valley	One-way stop	12.2	B	Not met	11.2	B	Not met
Holman / Carmel Valley	One-way stop	7.6	A	Not met	9.0	A	Not met
SR 1 / Rio Road	Signals	17.9	B		23.4	C	
Crossroads Blvd / Rio Road	Signals	10.2	B		11.6	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.7	B	Not met	12.5	B	Not met

* Peak-hour warrants not analyzed - roundabout under construction

** Intersection improvements under construction

ATTACHMENT F

Intersections – October 2025

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	7.5	A		5.8	A	
Carmel Rancho Blvd / Carmel Valley	Signals	21.0	C		16.1	B	
Rio Vista Drive / Carmel Valley	One-way stop	24.8	C	Not met	36.7	E	Not met
Carmel Middle School / Carmel Valley	Signals	7.2	A		12.1	B	
Village Park / Carmel Valley***	One-way stop	43.0	E	Not met	32.8	D	Not met
Via Mallorca / Carmel Valley	Signals	6.0	A		6.2	A	
Rancho San Carlos / Carmel Valley	Signals	11.4	B		7.9	A	
Schulte / Carmel Valley	One-way stop	33.5	D	Met	31.1	D	Not met
Robinson Canyon / Carmel Valley	Yield	15.6	C	Not met	10.1	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.8	A	Not met	8.9	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	38.9	E**		29.5	D**	
Ford / Carmel Valley	One-way stop	11.2	B	Met	19.7	C	Not met
Esquiline / Carmel Valley	One-way stop	11.0	B	Not met	13.1	B	Not met
Holman / Carmel Valley	One-way stop	9.3	A	Not met	9.4	A	Not met
SR 1 / Rio Road	Signals	21.4	C		18.6	B	
Crossroads Blvd / Rio Road	Signals	11.1	B		10.0	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.7	B	Not met	12.2	B	Not met

* Peak-hour warrants not analyzed - roundabout under construction.
** Traffic control devices present; no full lane closures.
*** Intersection improvements under construction.

Carmel Valley Road
Five-Year Traffic Monitoring - 2025

Monterey County, California

DRAFT

Prepared For:
County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, California 93901

Date: November 26, 2025

Job No.: 25-029.01

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Mr. Jose Miguel Sanchez
County of Monterey
1441 Schilling Place, 2nd Floor
Salinas, California 93901

November 26, 2025

Subject: Carmel Valley Road Five-Year Traffic Monitoring - 2025
Monterey County, California

Dear Mr. Sanchez:

1.0 INTRODUCTION

This report presents the results of traffic counts and analyses for the Carmel Valley Road Five-Year Traffic Monitoring program in Monterey County, California. The five-year monitoring was last performed in 2020. It should be noted that stay-at-home orders related to the COVID-19 pandemic were in place during the 2020 monitoring; therefore, the 2020 results may not reflect those of a typical year. Traffic conditions in 2025 are considered to have returned to more typical conditions.

2.0 BACKGROUND

The 2010 Monterey County General Plan dated October 26, 2010 contains Area Master Plans, including the Carmel Valley Master Plan (CVMP) under Chapter 9-B for the unincorporated Carmel Valley Area with a Supplemental Policy Amendment dated February 12, 2013 (SPA). Section "2.0 Circulation" of the SPA contains a directive to Public Works related to the care of the following 13 road segments:

Carmel Valley Road

1. East of Holman Road
2. Between Esquiline Road and Holman Road
3. Between Ford Road and Esquiline Road
4. Between Laureles Grade and Ford Road
5. Between Robinson Canyon Road and Laureles Grade
6. Between Schulte Road and Robinson Canyon Road
7. Between Rancho San Carlos Road and Schulte Road
8. Between Village Park Road (formerly Rio Road) and Rancho San Carlos Road
9. Between Carmel Rancho Boulevard and Village Park Road (formerly Rio Road)
10. Between SR 1 and Carmel Rancho Boulevard

Carmel Rancho Boulevard

11. Between Carmel Valley Road and Rio Road

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Rio Road

12. Between Carmel Rancho Boulevard and Val Verde Drive
13. Between SR 1 and Carmel Rancho Boulevard

The general vicinity of study locations is presented in the attached Figure 1, Site Vicinity Map, following the text of this report. The specific study locations are presented in Figure 2, Study Location Map.

Policy CV-2.17(a) of the SPA requires monitoring by Public Works two times per year (in June and October) of peak-hour traffic volumes and daily traffic volumes on segments 3, 4, 5, 6, 7, and 10 of Carmel Valley Road, with at least one of the annual monitoring periods occurring when local schools are in session.

Policy CV-2.17(b) of the SPA requires that an annual evaluation report be prepared by the Public Works Department in December that shall report on traffic along the six (6) road segments identified in Policy CV-2.17(a). The report shall evaluate traffic using the percent-time-spent-following (PTSF) methodology (or such other methodology as may be appropriate for a given segment in the opinion of the Public Works Department), and the average daily traffic (ADT) methodology. ADT thresholds for each segment as presented in the SPA are presented in Table 1. The Public Works Department is required to annually establish appropriate PTSF or other methodology thresholds for each of the six (6) segments listed above.

Table 1
ADT Thresholds

Segment No.	Road	Segment	ADT Threshold
1	Carmel Valley Road	East of Holman Road	8,487
2	Carmel Valley Road	Between Esquiline Road and Holman Road	6,835
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**9,065**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**11,600**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**12,752**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**15,499**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**16,340**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road	48,487
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	51,401
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**27,839**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	33,495
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	6,416
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	33,928

Reference: CVMP *Supplemental Policy Amendment dated February 12, 2013*
Bold type indicates road segments currently included in the annual monitoring report.

Policy CV-2.17(c) of the SPA requires that a public hearing before the Board of Supervisors be held in January immediately following the December report if the ADT on a segment is within 100 trips of the threshold, or where the PTSF (or other methodology) for a segment exceeds or is within one percent (1%) of the value that would cause a decrease in the LOS.

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Policy CV-2.17(d) of the SPA requires that, at five-year intervals, the County shall monitor all segments listed in Policy CV-2.17(a) and the annual report described in Policy CV-2.17(b) shall include a report on all segments. Any segment not previously part of the annual report that is found to have an ADT within twenty percent (20%) of the ADT threshold shall thereafter be included in the annual monitoring and reporting.

Policy CV-2.17(e) of the SPA makes reference to Level of Service (LOS). The Transportation Research Board *Highway Capacity Manual*, 2010, (HCM2010) defines LOS as, "A quantitative stratification of a performance measure or measures that represent quality of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst." Automobile mode LOS characteristics for both unsignalized and signalized intersections are presented in Tables 2 and 3.

Table 2
Level of Service Characteristics for Unsignalized Intersections

Level of Service	Average Vehicle Delay (seconds)
A	0-10
B	>10-15
C	>15-25
D	>25-35
E	>35-50
F	>50

Reference: *Highway Capacity Manual,* Transportation Research Board, 2010

Table 3
Level of Service Characteristics for Signalized Intersections

Level of Service	Description	Average Vehicle Delay (seconds)
A	Volume-to-capacity ratio is low. Progression is exceptionally favorable or the cycle length is very short.	≤10
B	Volume-to-capacity ratio is low. Progression is highly favorable or the cycle length is very short.	>10-20
C	Volume-to-capacity ratio is no greater than 1.0. Progression is favorable or cycle length is moderate.	>20-35
D	Volume-to-capacity ratio is high but no greater than 1.0. Progression is ineffective or cycle length is long. Many vehicles stop and individual cycle failures are noticeable.	>35-55
E	Volume-to-capacity ratio is high but no greater than 1.0. Progression is unfavorable and cycle length is long. Individual cycle failures are frequent.	>55-80
F	Volume-to-capacity ratio is greater than 1.0. Progression is very poor and cycle length is long. Most cycles fail to clear the queue.	>80

Reference: *Highway Capacity Manual,* Transportation Research Board, 2010

Automobile LOS characteristics for roadways are described in Table 4. Table 4 also presents the PTSF range corresponding to each LOS for Class II two-lane highways.

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Table 4
Level of Service Characteristics for Road Segments

Level of Service	Description	PTSF - Class II Highways
A	High operating speeds with a small amount of platooning.	≤40
B	Speed reductions are present and platooning is noticeable.	>40-55
C	Most vehicles traveling in platoons with speeds noticeably curtailed.	>55-70
D	Platooning increases significantly.	>70-85
E	Demand approaching capacity. Speeds seriously curtailed.	>85
F	Demand exceeds capacity and heavy congestion exists.	Not defined

Reference: *Highway Capacity Manual,* Transportation Research Board, 2010

Policy CV-2.17(e) requires that, at five-year intervals, the County shall examine the degree to which estimated changes in LOS in the Carmel Valley Master Plan Area may be occurring earlier than predicted in the General Plan Environmental Impact Report (EIR). If the examination indicates that LOS are likely to fall to a lower letter grade than predicted for 2030, then the County shall consider adjustments to the cap on new residential units established in Policy CV-1.6, adjustments to the cap on new visitor-serving units established in Policy CV-1.15, or other measures that may reduce the impacts.

Policy CV-2.17(f) of the SPA specifies the traffic standards (LOS as measured by peak-hour conditions) for the CVMP Area shall be as follows:

1) Signalized intersections: LOS of C is the acceptable condition.
2) Unsignalized intersections: LOS of F or meeting of any traffic signal warrant are defined as unacceptable conditions.
3) Carmel Valley Road segment operations:
   a. LOS of C and ADT below the threshold specified in Policy CV-2.17(a) for Segments 1, 2, 8, 9, 10, 11, 12 and 13 is an acceptable condition;
   b. LOS of D and ADT below the threshold specified in Policy CV-2.17(a) for Segments 3, 4, 5, 6, and 7 is an acceptable condition.

3.0 TRAFFIC COUNTS

To estimate the ADT, 24-hour road segment volumes were determined by installing video cameras on the 13 study road segments and manually counting vehicles during observation of the video. The traffic counts were performed on Tuesday, June 17, 2025 and on Tuesday, October 7, 2025. The results are presented in Table 5 and the data sheets are presented in Appendix A.

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Construction of the roundabout at Carmel Valley Road and Laureles Grade was underway during the October counts. Traffic delineators were observed, but no full lane closures were in place.

Table 5
2025 ADT

Segment No.	Road	Segment	2025 ADT	
			June	October
1	Carmel Valley Road	East of Holman Road	2,865	2,918
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,239	3,367
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**5,628**	**5,813**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**11,138**	**11,118**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**10,982**	**9,873**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,664**	**14,280**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,080**	**14,776**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road	21,402	20,581
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	21,688	20,711
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**20,108**	**20,123**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	15,956	14,192
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	829	840
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	8,993	8,563

Bold type indicates road segments currently included in the annual monitoring report.

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Traffic counts were performed at the following study intersections on Tuesday, June 17, 2025 and on Tuesday, October 7, 2025.

1. State Route (SR) 1 / Carmel Valley Road (signalized)
2. Carmel Rancho Boulevard / Carmel Valley Road (signalized)
3. Rio Vista Drive / Carmel Valley Road (one-way stop)
4. Carmel Middle School / Carmel Valley Road (signalized)
5. Village Park Road / Carmel Valley Road (one-way stop)
6. Via Mallorca / Carmel Valley Road (signalized)
7. Rancho San Carlos Road / Carmel Valley Road (signalized)
8. Schulte Road / Carmel Valley Road (one-way stop)
9. Robinson Canyon Road / Carmel Valley Road (left-turns yield)
10. Robinson Canyon Road / Carmel Valley Road off ramp (one-way stop)
11. Laureles Grade / Carmel Valley Road (one-way stop, roundabout under construction)
12. Ford Road / Carmel Valley Road (one-way stop)
13. Esquiline Road / Carmel Valley Road (one-way stop)
14. Holman Road / Carmel Valley Road (one-way stop)
15. SR 1 / Rio Road (signalized)
16. Crossroads Boulevard / Rio Road (signalized)
17. Carmel Rancho Boulevard / Rio Road (two-way stop)

Existing peak-hour traffic volumes at the study intersections (including automobiles, heavy vehicles, pedestrians, and bicycles) were determined by performing manual turning-movement counts of video recordings between 7:00 and 9:00 a.m. and between 4:00 and 6:00 p.m. The existing peak-hour vehicle turning movement volumes are presented in Figure 3, Existing Peak-Hour Traffic Volumes – June 2025 and Figure 4, Existing Peak-Hour Traffic Volumes – October 2025. The data sheets are presented in Appendix A.

4.0 LANE CONFIGURATIONS AND INTERSECTION CONTROL

The lane configurations and intersection control at the study intersections as of the June traffic counts are presented in Figure 5, Existing Lane Configurations and Intersection Control. For purposes of these analyses, Carmel Valley Road is considered to run in the east-west direction at all locations.

5.0 OPERATIONAL ANALYSES

5.1 – Road Segment Levels of Service and Percent Time Spent Following

The most recent edition of the Highway Capacity Manual, the 7th Edition published in 2022 by the Transportation Research Board (HCM 7th Edition), completely revised the methodology for analyzing two-lane highways. PTSF, which measured the proportion of time vehicles were impeded by slower traffic ahead, was replaced by a new performance measure called Follower Density (FD). This shift addressed limitations in PTSF, such as difficulties in direct field measurement and inconsistencies in application across configurations like Class I and class II highways. FD is defined as the number of vehicles in a "follower state" per mile per lane, providing a more reliable and consistent indicator of operational performance. However, to maintain consistency with previous Carmel Valley Road monitoring analyses, a legacy version of Highway Capacity Software (HCS Two Lane version 7.7) was utilized to determine the LOS and

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PTSF on the two-lane roadway segments. In the future, the County will need to consider revising the analysis requirement from PTSF to FD as software with PTSF output likely will no longer be available.

The LOS and PTSF on the two-lane study road segments were determined using McTrans HCS7 Two Lane software, which is based on the Highway Capacity Manual, 6th Edition (HCM 6th Edition) procedures for calculating road segment LOS. The LOS on multi-lane road segments was determined using McTrans HCS2025 software based on the HCM 7th Edition. The road segment analysis sheets are presented in Appendix B.

According to the HCM 6th Edition, Class I two-lane highways are highways where motorists expect to travel at high speeds and that are typically major inter-city routes, primary connectors of major traffic generators, daily commuter routes, or major links in state or national highway networks.

Class II two-lane highways are highways where motorists do not necessarily expect to travel at high speeds. These highways typically function as access routes to Class I highways, scenic or recreational routes (not primary arterials), or passing through rugged terrain where high-speed operation would be impossible. Class II facilities most often serve relatively short trips, the beginning or ending portions of longer trips, or trips for which sightseeing plays a significant role.

Class III two-lane highways are highways serving moderately-developed areas and may be portions of Class I or Class II highways that pass through small towns or developed recreation areas. On such segments, local traffic often mixes with through traffic and the density of unsignalized roadside access points is noticeable higher than in a purely rural area. Class III highways may also be longer segments passing through more spread-out recreational areas, also with increased roadside densities. Such segments are often accompanied by reduced speed limits that reflect the higher activity level.

For purposes of these analyses, the two-lane study road segments were assumed to be Class II two-lane highways with relatively level terrain. It should be noted that PTSF criteria do not apply to Class III highways in terms of defining LOS, and PTSF criteria are not utilized for multi-lane highways.

Tables 6 and 7 present the results of the road segment analyses. The calculations are directional. The governing LOS for the direction with the greatest volume is presented for each scenario. Levels of service worse than the target LOS are underlined.

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Table 6
Road Segment PTSF and LOS Summary – June 2025

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	55.3	C	54.9	B
2	Carmel Valley Road	Between Esquiline Road and Holman Road	55.9	C	57.2	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**71.3**	**D**	**74.6**	**D**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**77.6**	**D**	**77.8**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**80.0**	**D**	**90.0**	**E**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**83.4**	**D**	**89.4**	**E**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**83.1**	**D**	**90.1**	**E**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road (two-lane portion)	87.6	E	92.8	E
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	N/A	A	N/A	B
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	N/A	A	N/A	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	35.8	A	36.4	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	N/A	A	N/A	A

Bold type indicates road segments currently included in the annual monitoring report.
Underlines indicate an LOS worse than the target LOS.
N/A: Not applicable.

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Table 7
Road Segment PTSF and LOS Summary – October 2025

Segment No.	Road	Segment	A.M. Peak Hour		P.M. Peak Hour	
			PTSF	LOS	PTSF	LOS
1	Carmel Valley Road	East of Holman Road	53.2	B	61.2	C
2	Carmel Valley Road	Between Esquiline Road and Holman Road	55.4	C	57.1	C
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**74.2**	**D**	**75.4**	**D**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**77.8**	**D**	**79.0**	**D**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**78.5**	**D**	**87.6**	**E**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**80.7**	**D**	**87.7**	**E**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**85.2**	**E**	**89.9**	**E**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road (two-lane portion)	87.9	E	89.3	E
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	N/A	A	N/A	A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**N/A**	**A**	**N/A**	**A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	N/A	A	N/A	A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	33.6	A	37.6	A
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	N/A	A	N/A	A

Bold type indicates road segments currently included in the annual monitoring report.
Underlines indicate an LOS worse than the target LOS.
N/A: Not applicable.

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5.2 – Intersection Levels of Service and Traffic Signal Warrants

The levels of service at the study intersections were determined using the computer program Synchro 12, which is based on HCM procedures for calculating levels of service.

The California State Transportation Agency and California Department of Transportation *California Manual on Uniform Traffic Control Devices, 2014 Edition (Revision 9 effective April 1, 2025)* (CMUTCD) presents various criteria (warrants) for determining the need for traffic signals. The CMUTCD states that an engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location. For purposes of this study, Warrant 3, Peak Hour, was analyzed at the unsignalized intersections (with the exception of the intersection of Laureles Grade and Carmel Valley Road, which is currently being converted to a roundabout).

Tables 8 and 9 present the results of the intersection operational analyses. Levels of service worse than the target LOS, and the corresponding delays, are indicated in bold type and are underlined. The results of the peak-hour traffic signal warrants analyses at the unsignalized study intersections are also presented. The intersection analysis sheets, including the peak-hour traffic signal warrants output, are presented in Appendix C.

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Table 8
Intersection LOS and Peak-Hour Warrant Summary – June 2025

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	5.8	A		8.4	A	
Carmel Rancho Blvd / Carmel Valley	Signals	16.0	B		20.4	C	
Rio Vista Drive / Carmel Valley	One-way stop	23.5	C	Not met	24.1	C	Not met
Carmel Middle School / Carmel Valley	Signals	7.1	A		6.4	A	
Village Park / Carmel Valley	One-way stop	36.0	E	Not met	**51.1**	**F**	Not met
Via Mallorca / Carmel Valley	Signals	6.3	A		6.2	A	
Rancho San Carlos / Carmel Valley	Signals	7.6	A		12.9	B	
Schulte / Carmel Valley	One-way stop	27.9	D	Not met	31.6	D	Not met
Robinson Canyon / Carmel Valley	Yield	10.0	A	Not met	17.3	C	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.8	A	Not met	8.8	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	26.6	D		**>300**	**F**	
Ford / Carmel Valley	One-way stop	13.2	B	Not met	12.7	B	Not met
Esquiline / Carmel Valley	One-way stop	12.2	B	Not met	11.2	B	Not met
Holman / Carmel Valley	One-way stop	7.6	A	Not met	9.0	A	Not met
SR 1 / Rio Road	Signals	17.9	B		23.4	C	
Crossroads Blvd / Rio Road	Signals	10.2	B		11.6	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.7	B	Not met	12.5	B	Not met

* Peak-hour warrants not analyzed - roundabout under construction.

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Table 9
Intersection LOS and Peak-Hour Warrant Summary – October 2025

Intersection	Control	A.M. Peak Hour			P.M. Peak Hour		
		Delay (sec)	LOS	Warrant	Delay (sec)	LOS	Warrant
SR 1 / Carmel Valley	Signals	7.5	A		5.8	A	
Carmel Rancho Blvd / Carmel Valley	Signals	21.0	C		16.1	B	
Rio Vista Drive / Carmel Valley	One-way stop	24.8	C	Not met	36.7	E	Not met
Carmel Middle School / Carmel Valley	Signals	7.2	A		12.1	B	
Village Park / Carmel Valley	One-way stop	43.0	E	Not met	32.8	D	Not met
Via Mallorca / Carmel Valley	Signals	6.0	A		6.2	A	
Rancho San Carlos / Carmel Valley	Signals	11.4	B		7.9	A	
Schulte / Carmel Valley	One-way stop	33.5	D	Met	31.1	D	Not met
Robinson Canyon / Carmel Valley	Yield	15.6	C	Not met	10.1	B	Not met
Robinson Canyon / Carmel Valley off ramp	One-way stop	8.8	A	Not met	8.9	A	Not met
Laureles Grade / Carmel Valley	One-way stop*	38.9	E**		29.5	D**	
Ford / Carmel Valley	One-way stop	11.2	B	Met	19.7	C	Not met
Esquiline / Carmel Valley	One-way stop	11.0	B	Not met	13.1	B	Not met
Holman / Carmel Valley	One-way stop	9.3	A	Not met	9.4	A	Not met
SR 1 / Rio Road	Signals	21.4	C		18.6	B	
Crossroads Blvd / Rio Road	Signals	11.1	B		10.0	B	
Carmel Rancho Blvd / Rio Road	Two-way stop	11.7	B	Not met	12.2	B	Not met

* Peak-hour warrants not analyzed - roundabout under construction.
** Traffic control devices present; no full lane closures.

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6.0 EVALUATION AND DISCUSSION

Policy CV-2.17(a) was addressed by performing traffic counts in June and October 2025, with the analyses presented in the following sections of this report.

Policies CV-2.17(b), CV-2.17(c), and CV-2.17(d) have been addressed by performing road segment operational analyses to determine the PTSF and by comparing both ADT and PTSF to threshold values. Table 10 presents a comparison of the 2025 ADT values with the threshold values. Table 11 presents a comparison of the 2025 PTSF values with the threshold values.

With respect to Policy CV-2.17(c), no road segments previously subject to annual monitoring are within 100 trips of the threshold. However, Segments 5, 6, and 7 were found to operate at LOS E with PTSF above the threshold. Therefore, a public hearing is triggered with respect to Policy CV-2.17(c). The other segments subject to annually monitoring (Segments 3, 4, and 10) are not within the 1% threshold.

With respect to Policy CV-2.17(d), none of the five-year monitoring segments is within the 20% threshold. Therefore, no new road segments are required to be added to the annual monitoring program.

Policy CV-2.17(e) requires a judgment as to whether changes in the LOS may be occurring earlier than previously predicted. Table 12 presents a comparison of the General Plan EIR baseline and cumulative conditions with available LOS and ADT data presented in the 2008 and 2020 volume reports, as well as the new 2025 counts and analyses. The data presented in Table 12 is presented in graphical form for each road segment in Figures 6 through 18. The results provide no evidence that LOS changes are occurring earlier than predicted in the General Plan EIR.

With respect to Policy CV-2.17(f), all but two of the study intersections and all but four of the study road segments are operating at, or better than, the specified LOS. Peak-hour traffic signal warrants are met at two of the study intersections during the a.m. peak hour in October only, but those intersections are operated at an acceptable LOS.

The intersection of Village Park Road and Carmel Valley Road operated at LOS F during the p.m. peak hour in June, but traffic signal warrants are not satisfied for the 15 vehicles making the left turn to Carmel Valley Road.

The intersection of Laureles Grade and Carmel Valley Road operated at LOS F during the p.m. peak hour in June, and the County has initiated construction of a roundabout at that intersection.

Peak-hour traffic signal warrants are met at the intersections of Schulte Road/Carmel Valley Road and Ford Road/Carmel Valley Road during the a.m. peak hour in October; however, those intersections are operating at acceptable LOS.

Segments 5, 6, and 7, and the two-lane portion of Segment 8, are operating worse than the LOS thresholds established in Policy CV-2.17(f). These segments comprise all of the two-lane segments of Carmel Valley Road west of Laureles Grade to the point where Carmel Valley Road becomes a four-lane roadway near Via Petra. (A majority of Segment 8 is a four-lane highway; however, the easternmost portion of the segment between Via Petra and Rancho San Carlos Road is approximately 2,000 feet long and is a two-lane highway).

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It should be noted that LOS F was calculated for the intersection of Laureles Grade and Carmel Valley Road during the p.m. peak hour in June, and the County has initiated construction of a roundabout at that intersection.

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Table 10
ADT Comparisons

Segment No.	Road	Segment	ADT Threshold	June 2025			October 2025		
				ADT	Percent of Threshold	Differ-ence	ADT	Percent of Threshold	Differ-ence
1	Carmel Valley Road	East of Holman Road	8,487	2,865	34%	5,622	2,918	34%	5,569
2	Carmel Valley Road	Between Esquiline Road and Holman Road	6,835	3,239	47%	3,596	3,367	49%	3,468
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**9,065**	**5,628**	**62%**	**3,437**	**5,813**	**64%**	**3,252**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**11,600**	**11,138**	**96%**	**462**	**11,118**	**96%**	**482**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**12,752**	**10,982**	**86%**	**1,770**	**9,873**	**77%**	**2,879**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**15,499**	**14,664**	**95%**	**835**	**14,280**	**92%**	**1,219**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**16,340**	**15,080**	**92%**	**1,260**	**14,776**	**90%**	**1,564**
8	Carmel Valley Road	Between Rio Road and Rancho San Carlos Road	48,487	21,402	44%	27,085	20,581	42%	27,906
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Rio Road	51,401	21,688	42%	29,713	20,711	40%	30,690
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**27,839**	**20,108**	**72%**	**7,731**	**20,123**	**72%**	**7,716**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	33,495	15,956	48%	17,539	14,192	42%	19,303
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	6,416	829	13%	5,587	840	13%	5,576
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	33,928	8,993	27%	24,935	8,563	25%	25,365

Bold type indicates road segments currently included in the annual monitoring report.

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Table 11
PTSF Comparisons

Segment No.	Road	Segment	LOS Required	PTSF Threshold	June 2025		October 2025	
					Worst-Case PTSF	Difference	Worst-Case PTSF	Difference
1	Carmel Valley Road	East of Holman Road	C	70	55.3	14.7	61.2	8.8
2	Carmel Valley Road	Between Esquiline Road and Holman Road	C	70	55.9	14.1	57.1	12.9
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**D**	**85**	**74.6**	**10.4**	**75.4**	**9.6**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**D**	**85**	**77.8**	**7.2**	**79.0**	**6.0**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**D**	**85**	**90.0**	**-5.0**	**87.6**	**-2.6**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**D**	**85**	**89.4**	**-4.4**	**87.7**	**-2.7**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**D**	**85**	**90.1**	**-5.1**	**89.9**	**-4.9**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road (two-lane portion)	C	70	92.8	-22.8	89.3	-19.3
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Road	C	N/A	N/A	N/A	N/A	N/A
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**C**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	C	N/A	N/A	N/A	N/A	N/A
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	C	70	36.4	33.6	37.6	32.4
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	C	N/A	N/A	N/A	N/A	N/A

Bold type indicates road segments currently included in the annual monitoring report.
N/A: Not applicable. PTSF methodology is not applicable to multi-lane roadways.

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Table 12
Volume and LOS Comparison

No.	Road	Segment	2008		2020				2025				General Plan (Cumulative)	
					June		October		June		October			
			ADT*	LOS*	ADT	LOS	ADT	LOS	ADT	LOS	ADT	LOS	ADT	LOS
1	Carmel Valley Road	East of Holman Road	3,235	A	3,084	B	2,791	C	2,865	C	2,918	C	10,400	D
2	Carmel Valley Road	Between Esquiline Road and Holman Road	3,673	A	3,211	B	2,926	C	3,239	C	3,367	C	6,100	D
3	**Carmel Valley Road**	**Between Ford Road and Esquiline Road**	**10,816**	**B/C**	**8,058**	**C**	**7,913**	**C**	**5,628**	**D**	**5,813**	**D**	**13,200**	**F**
4	**Carmel Valley Road**	**Between Laureles Grade and Ford Road**	**-**	**C**	**9,196**	**D**	**9,064**	**D**	**11,138**	**D**	**11,118**	**D**	**22,600**	**F**
5	**Carmel Valley Road**	**Between Robinson Canyon Road and Laureles Grade**	**11,521**	**C/D**	**9,732**	**D**	**9,551**	**D**	**10,982**	**E**	**9,873**	**E**	**27,400**	**F**
6	**Carmel Valley Road**	**Between Schulte Road and Robinson Canyon Road**	**14,163**	**D**	**13,072**	**D**	**13,279**	**D**	**14,664**	**E**	**14,280**	**E**	**33,200**	**F**
7	**Carmel Valley Road**	**Between Rancho San Carlos Road and Schulte Road**	**15,984**	**D**	**13,513**	**D**	**13,649**	**D**	**15,080**	**E**	**14,776**	**E**	**36,600**	**F**
8	Carmel Valley Road	Between Village Park Road and Rancho San Carlos Road	19,655	A	18,013	D**	18,205	D**	21,402	E**	20,581	E**	35,800	F
9	Carmel Valley Road	Between Carmel Rancho Boulevard and Village Park Rd.	24,655	A/B	18,173	A	18,326	A	21,688	B	20,711	A	41,800	F
10	**Carmel Valley Road**	**Between SR 1 and Carmel Rancho Boulevard**	**23,160**	**A/B**	**18,698**	**A**	**18,962**	**A**	**20,108**	**A**	**20,123**	**A**	**40,200**	**F**
11	Carmel Rancho Boulevard	Between Carmel Valley Road and Rio Road	11,015	-	12,122	A	12,522	A	15,956	A	14,192	A	18,600	D
12	Rio Road	Between Carmel Rancho Boulevard and Val Verde Drive	-	-	902	A	875	A	829	A	840	A	-	-
13	Rio Road	Between SR 1 and Carmel Rancho Boulevard	12,270	-	6,965	A	6,980	A	8,993	A	8,563	A	18,100	D

Bold type indicates road segments currently included in the annual monitoring report.
* 2008 ADT from 2008 CVMP Volume Report; 2008 ADT from General Plan EIR baseline.
** 2025 LOS is for the two-lane portion of Segment 8. The four-lane portion is operating at LOS A.

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7.0 CONCLUSIONS

This study was performed to fulfill the requirements of the Monterey County General Plan and CVMP Policy CV-2.17 for both annual traffic monitoring and five-year traffic monitoring. Generally-accepted traffic engineering principles and methods were applied to the traffic counts and analyses performed for this study to arrive at the following conclusions:

- No large special events were held while the counts were being performed.
- Construction of the roundabout at Carmel Valley Road and Laureles Grade was underway during the October counts. Traffic delineators were observed, but no full lane closures were in place.
- The counts and analyses reveal that no road segments previously subject to annual monitoring are within 100 trips of the threshold with respect to Policy CV-2.17(c).
- Annual monitoring segments 3, 4, and 10 are not within the 1% threshold with respect to Policy CV-2.17(c).
- Segments 5, 6, and 7 were found to operate at LOS E with PTSF above the threshold. Therefore, a public hearing is triggered with respect to Policy CV-2.17(c).
- None of the five-year monitoring segments is within the 20% threshold; therefore, no new road segments are required to be added to the annual monitoring program with respect to Policy CV-2.17(d).
- In accordance with Policy CV-2.17(e), the required comparisons do not suggest that LOS changes are occurring earlier than predicted in the General Plan EIR.
- With respect to Policy CV-2.17(f), all but two of the study intersections and all but four of the study road segments are operating at, or better than, the specified LOS. Peak-hour traffic signal warrants are met at two of the study intersections during the a.m. peak hour in October only.
    - The intersection of Village Park Road and Carmel Valley Road operated at LOS F during the p.m. peak hour in June, but traffic signal warrants are not satisfied for the 15 vehicles making the left turn to Carmel Valley Road.
    - The intersection of Laureles Grade and Carmel Valley Road operated at LOS F during the p.m. peak hour in June, and the County has initiated construction of a roundabout at that intersection.
    - Peak-hour traffic signal warrants are met at the intersections of Schulte Road/Carmel Valley Road and Ford Road/Carmel Valley Road during the a.m. peak hour in October; however, those intersections are operating at acceptable LOS.
    - Segments 5, 6, and 7, and the two-lane portion of Segment 8, are operating worse than the LOS thresholds established in Policy CV-2.17(f). These segments comprise all of the two-lane segments of Carmel Valley Road west of Laureles Grade to the point where Carmel Valley Road becomes a four-lane roadway near Via Petra. (A majority of Segment 8 is a four-lane highway; however, the easternmost portion of the segment between Via Petra and Rancho San Carlos Road is approximately 2,000 feet long and is a two-lane highway).

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- Stay-at-home orders related to the COVID-19 pandemic were in place during the 2020 monitoring; however, counts were performed as required by the applicable policies. The traffic volumes counted during 2020 may not reflect those of a typical year. Traffic conditions in 2025 are considered to have returned to more typical conditions.

Thank you for the opportunity to perform these traffic analyses. Please feel free to contact our office if you have any questions.

PETERS ENGINEERING GROUP

John Rowland, PE, TE

Attachments: Figures 1 through 18
Appendix A - Traffic Count Data Sheets
Appendix B - Road Segment Analysis Sheets
Appendix C - Intersection Analysis Sheets

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FIGURES



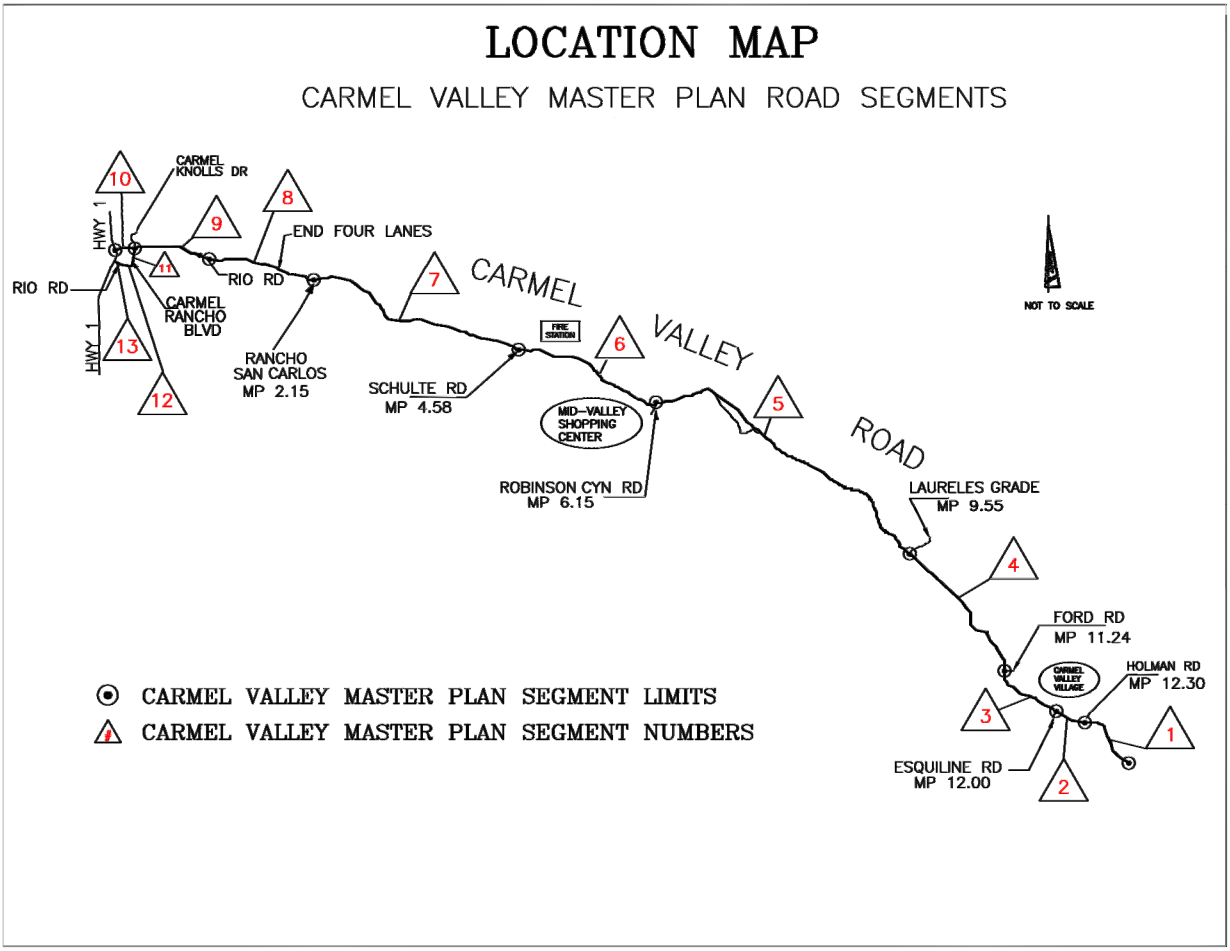
LEGEND

PROJECT AREA

SITE VICINITY MAP

Carmel Valley Road Five-Year Traffic Monitoring - 2025
Monterey County, California

Not to Scale



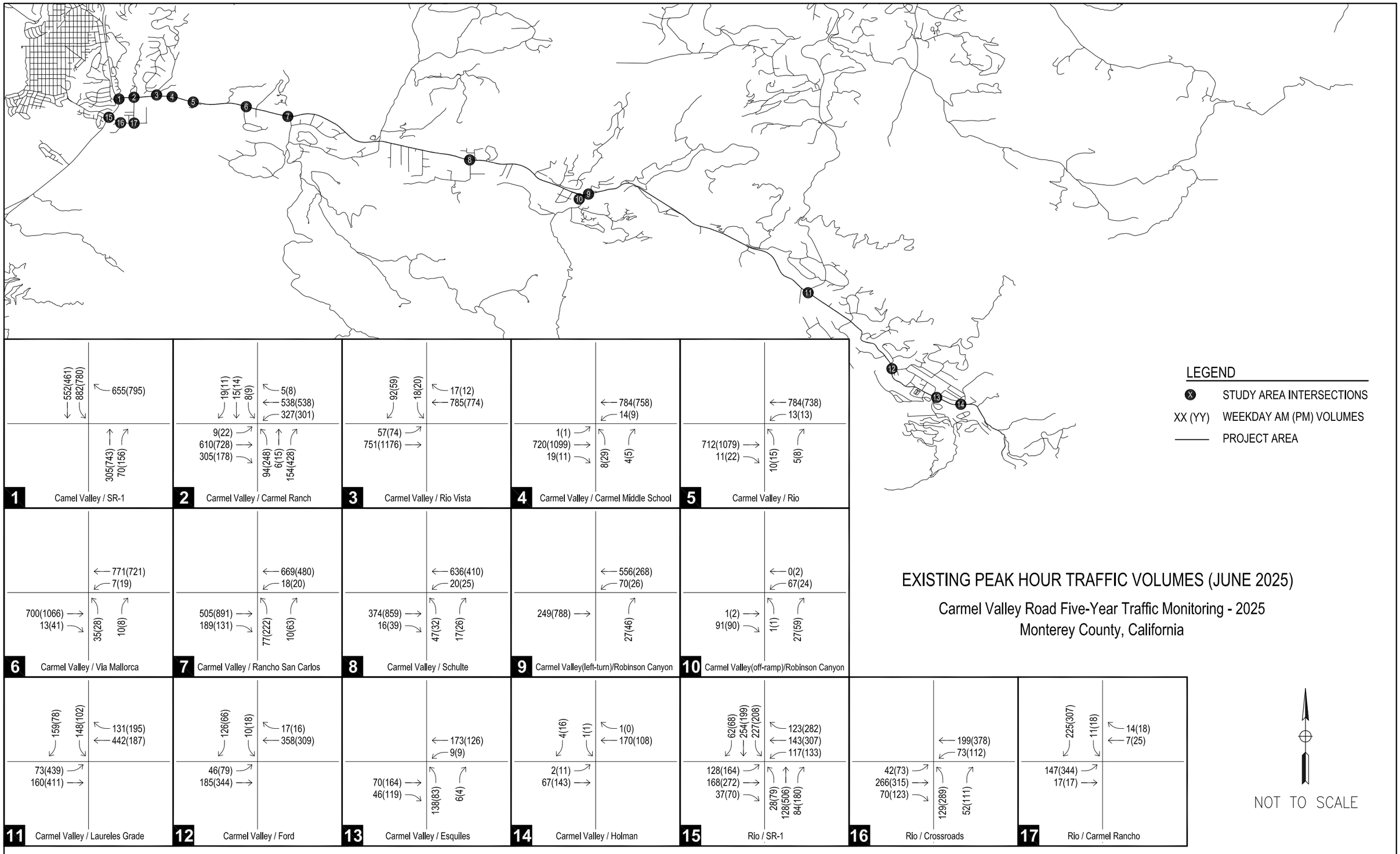
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PROJECT AREA

STUDY LOCATION MAP

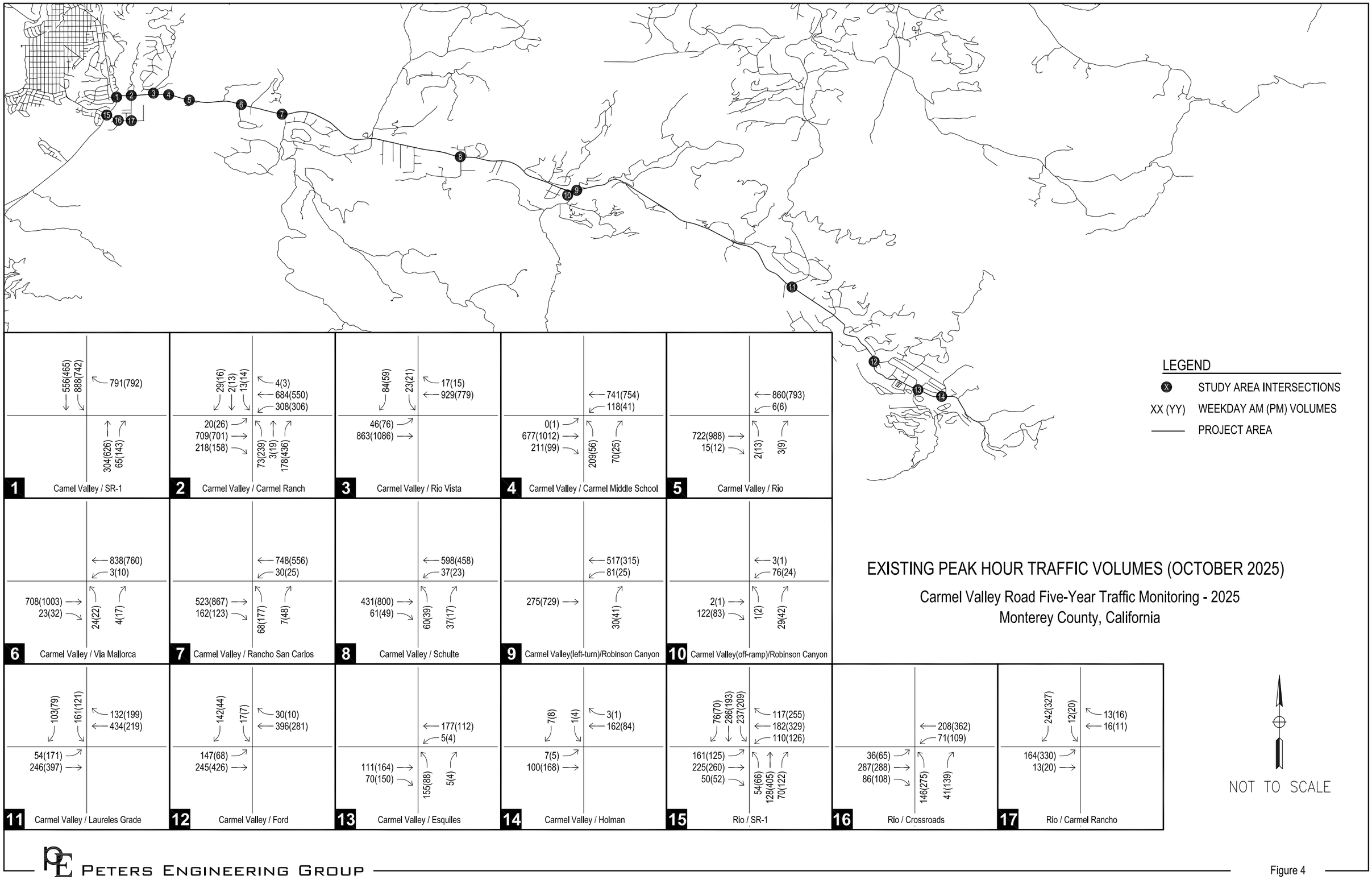
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Monterey County, California

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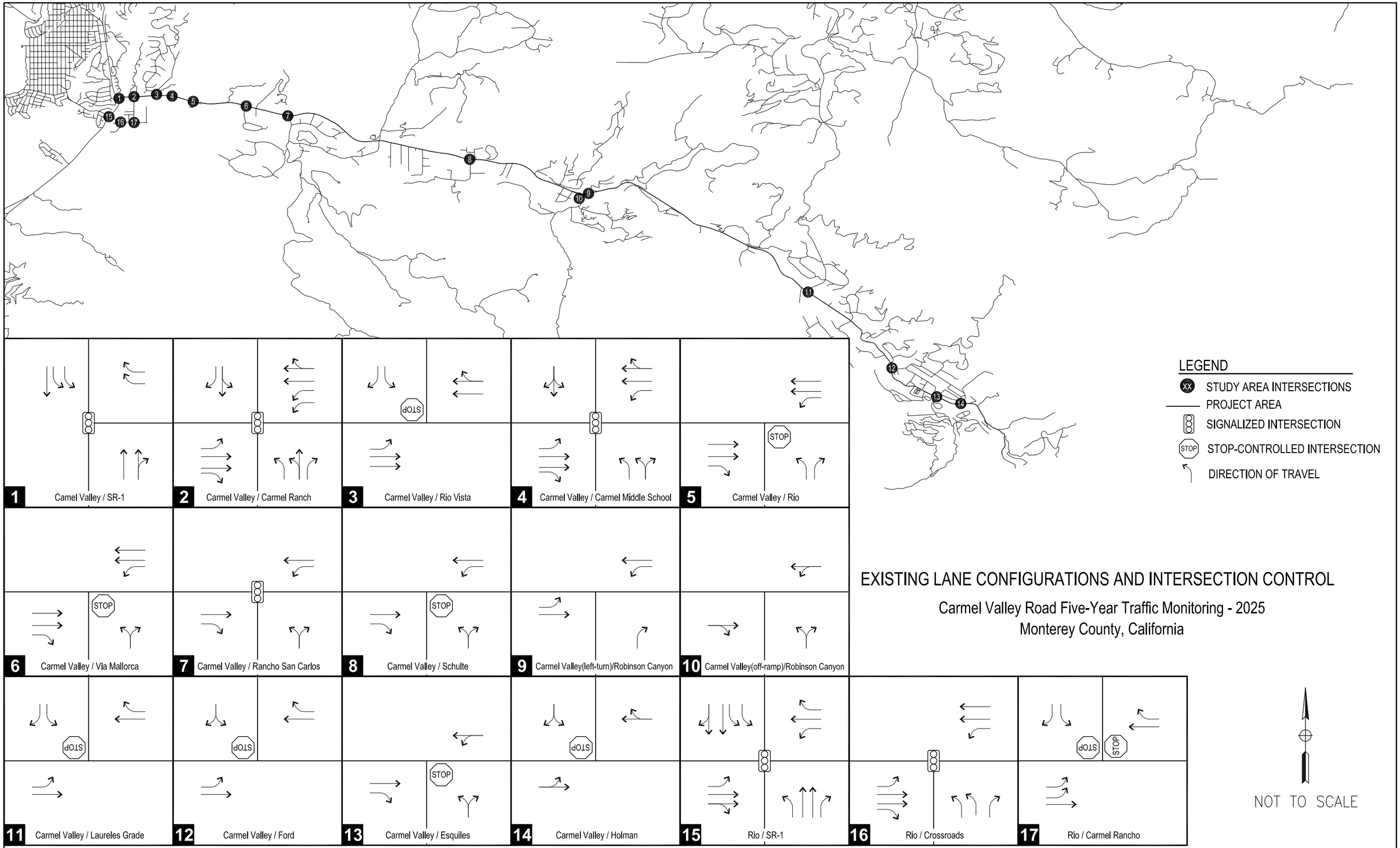
EXISTING PEAK HOUR TRAFFIC VOLUMES (JUNE 2025)

Carmel Valley Road Five-Year Traffic Monitoring - 2025
Monterey County, California



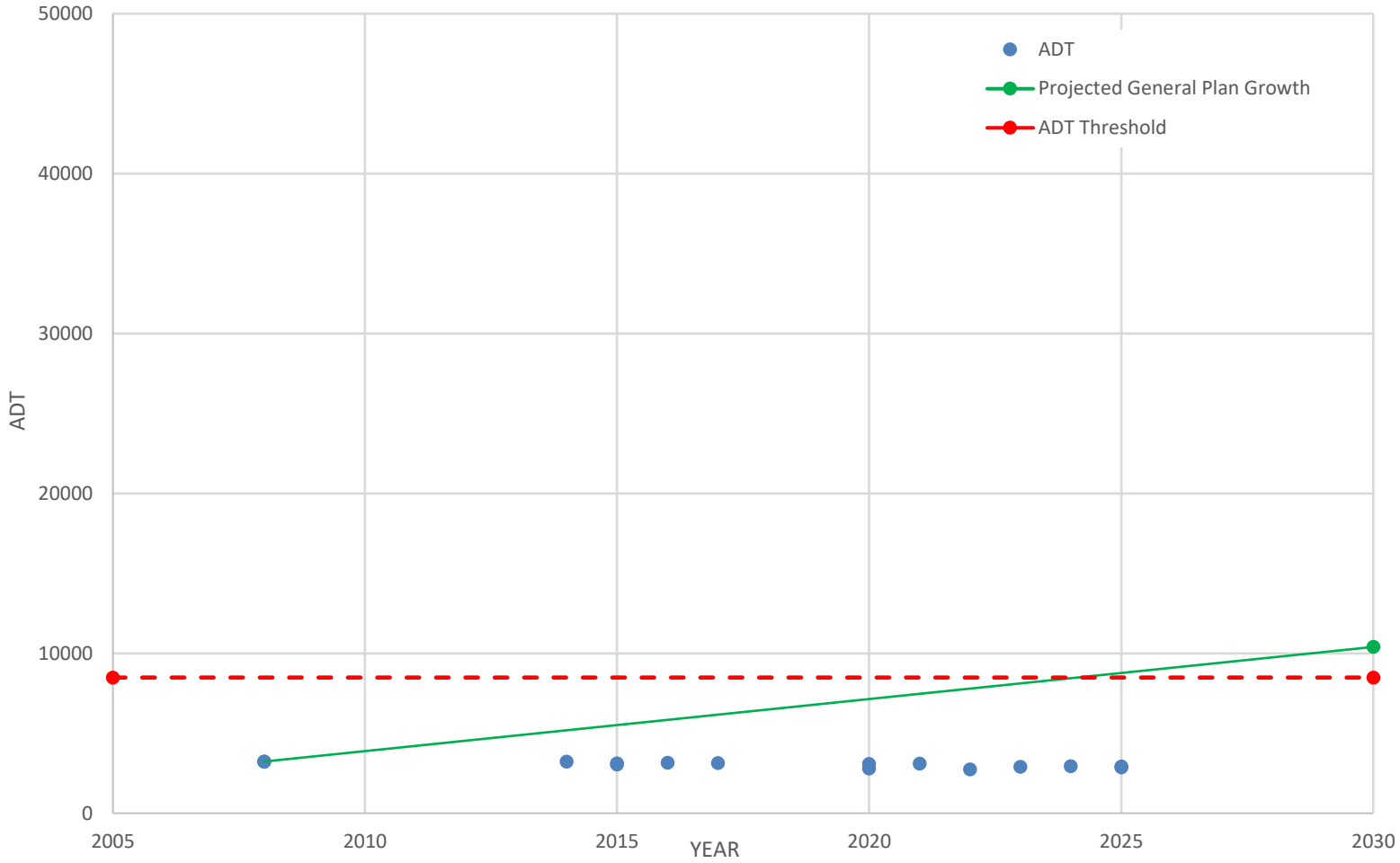
EXISTING PEAK HOUR TRAFFIC VOLUMES (OCTOBER 2025)

Carmel Valley Road Five-Year Traffic Monitoring - 2025
Monterey County, California



EXISTING LANE CONFIGURATIONS AND INTERSECTION CONTROL

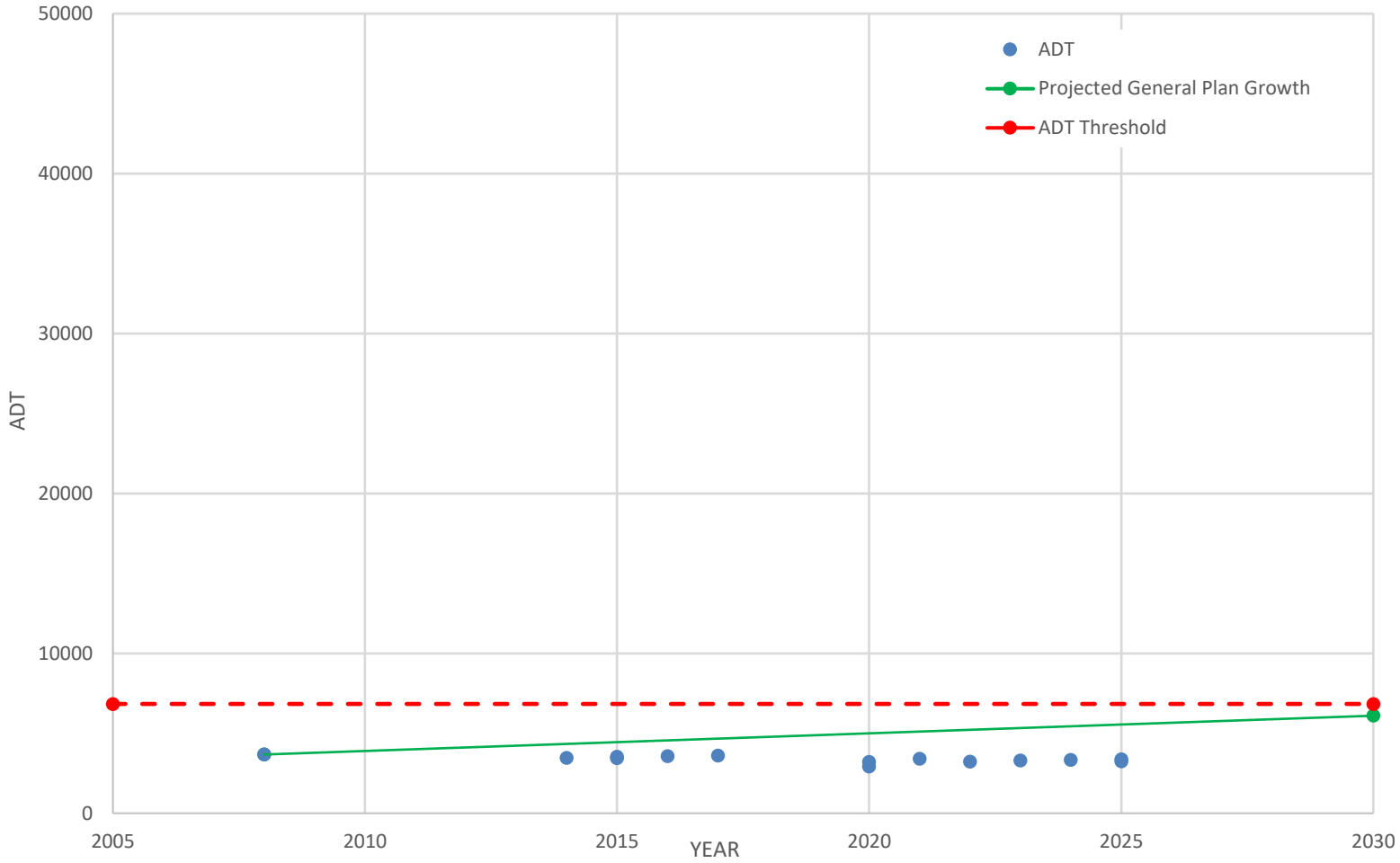
Carmel Valley Road Five-Year Traffic Monitoring - 2025
Monterey County, California



CARMEL VALLEY ROAD
SEGMENT 1
East of Holman Road

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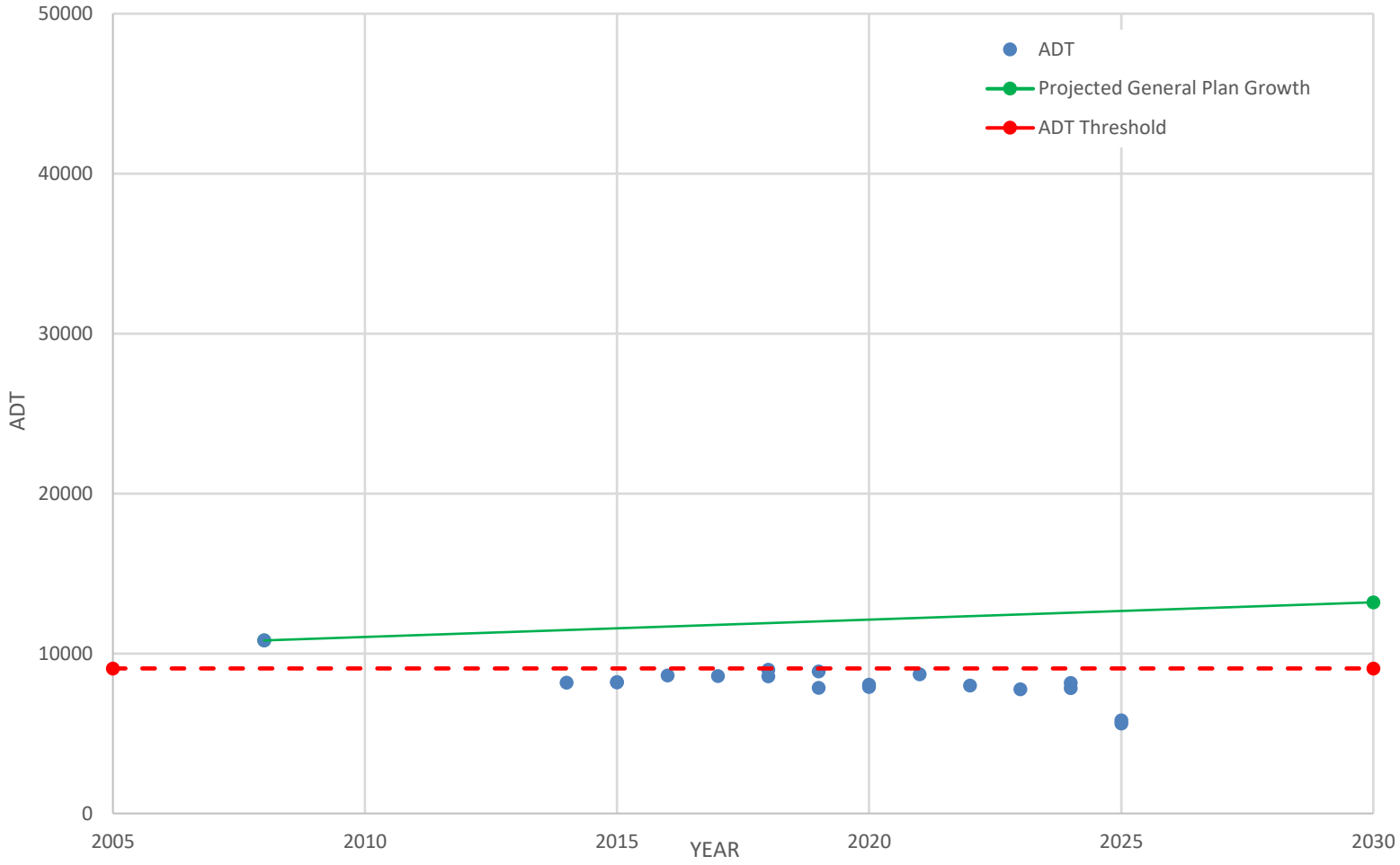
Figure 6



CARMEL VALLEY ROAD
SEGMENT 2
Between Esquiline Road and Holman Road

PETERS ENGINEERING GROUP

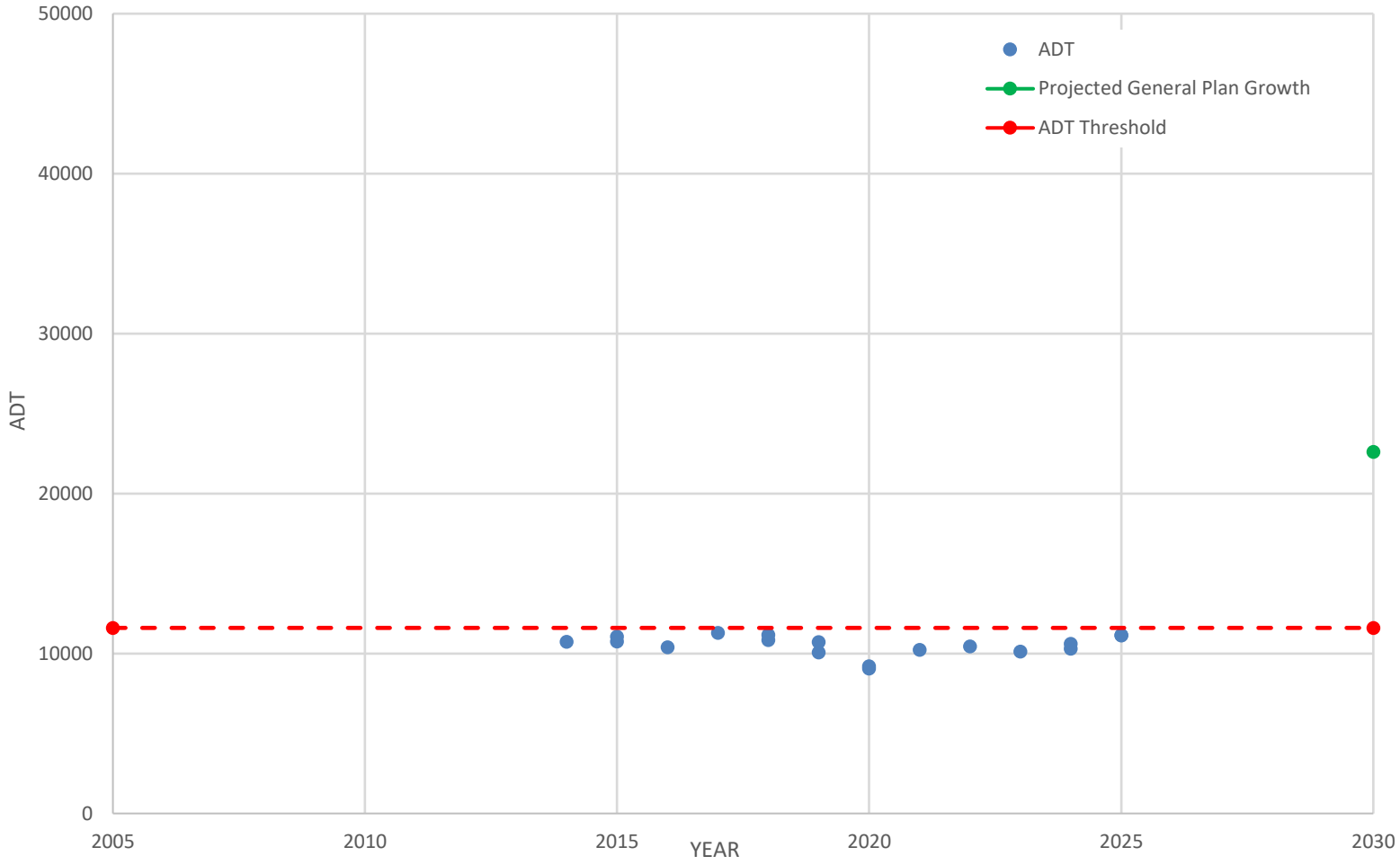
Figure 7



CARMEL VALLEY ROAD
SEGMENT 3
Between Ford Road and Esquiline Road

PETERS ENGINEERING GROUP

Figure 8



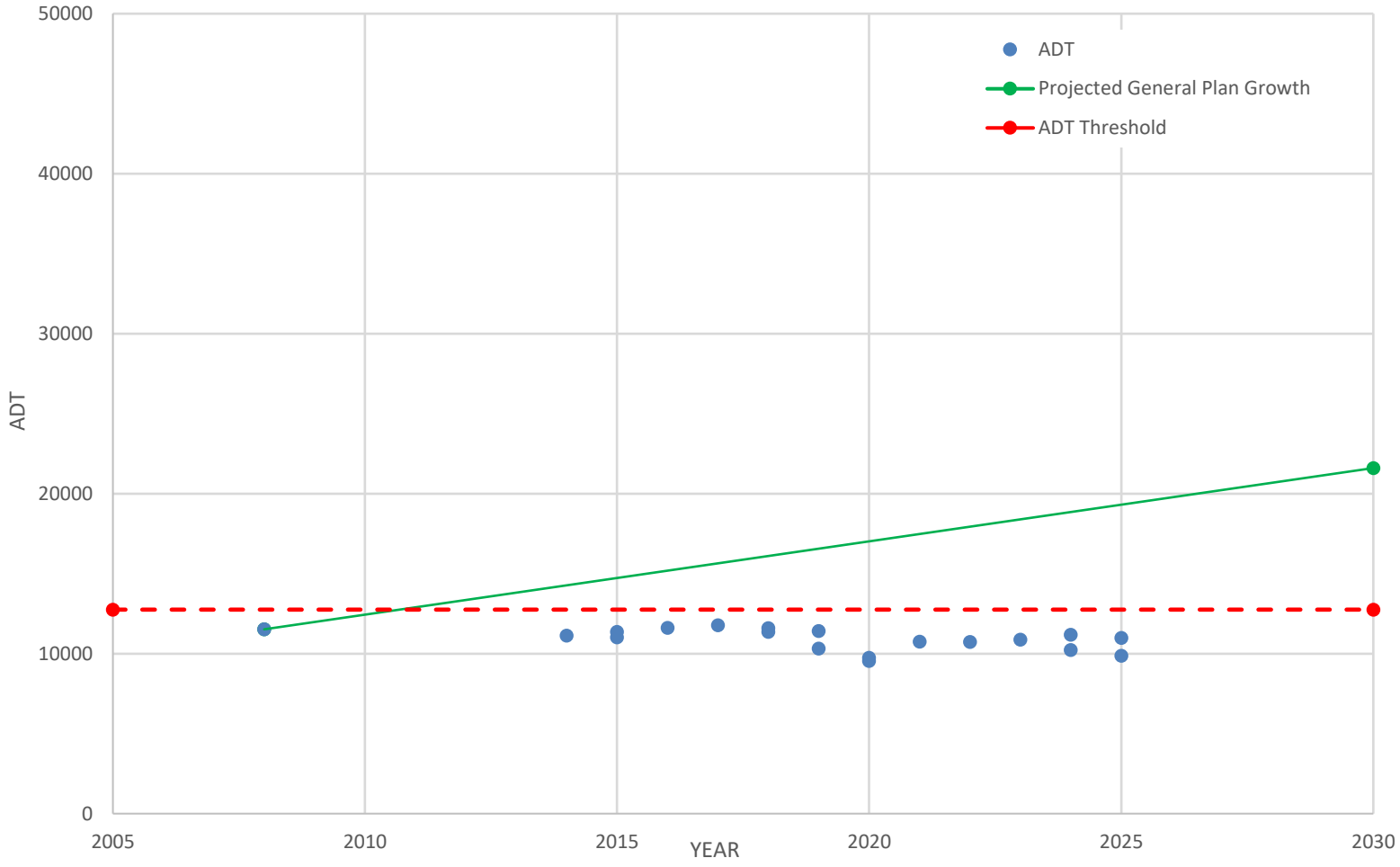
CARMEL VALLEY ROAD

SEGMENT 4

Between Laureles Grade and Ford Road

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Figure 9



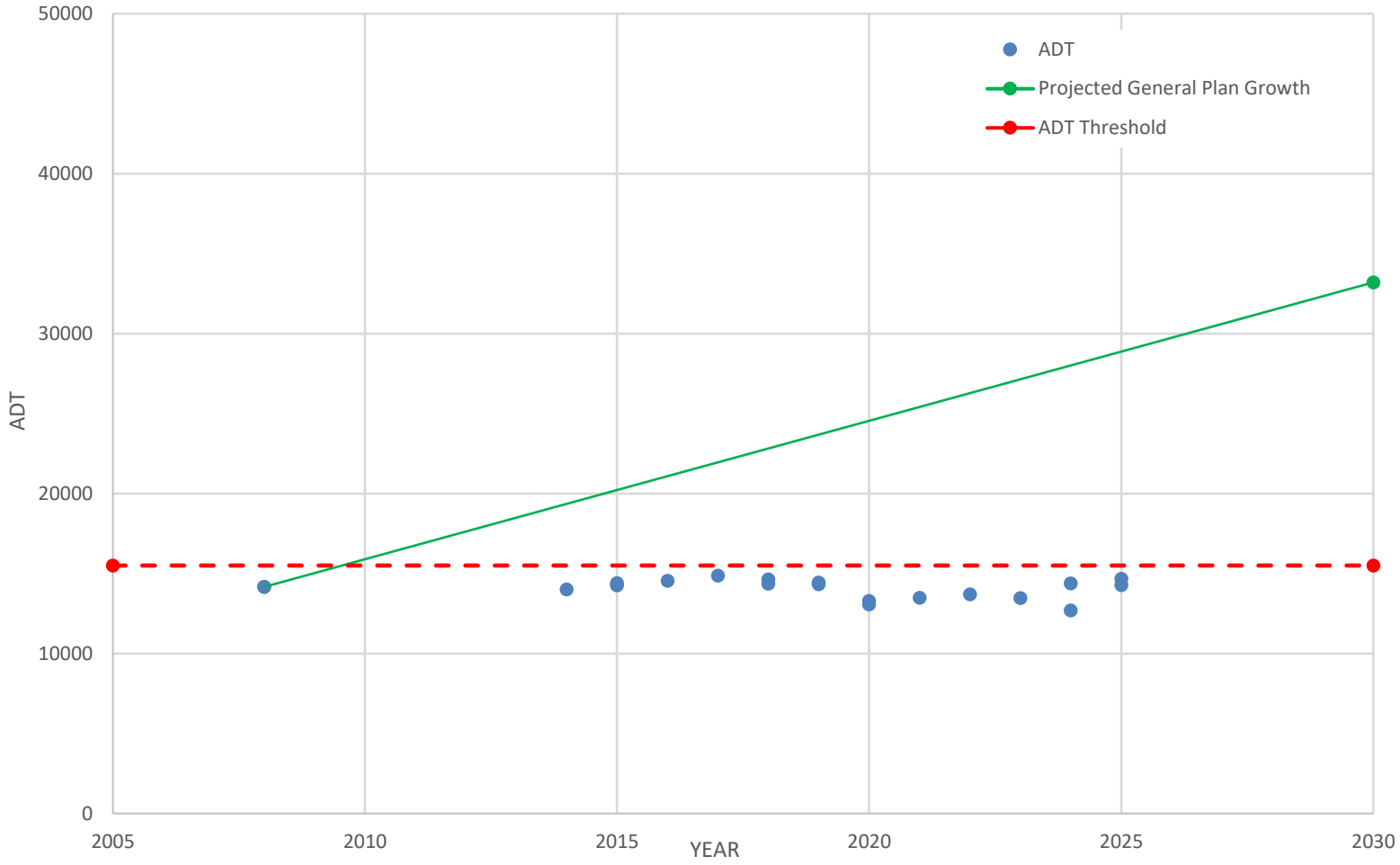
CARMEL VALLEY ROAD

SEGMENT 5

Between Robinson Canyon Road and Laureles Grade

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Figure 10



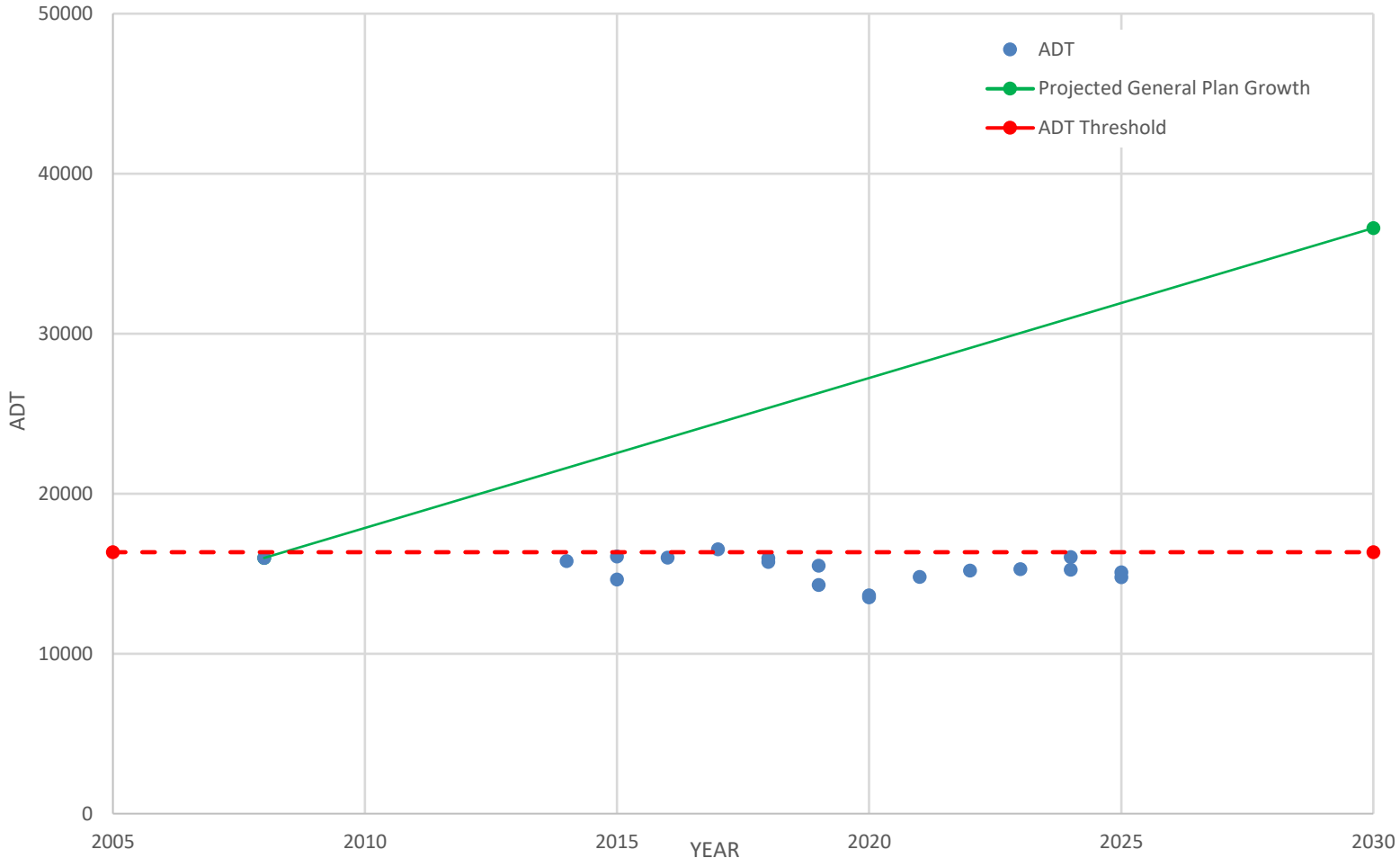
CARMEL VALLEY ROAD

SEGMENT 6

Between Schulte Road and Robinson Canyon Road

PETERS ENGINEERING GROUP

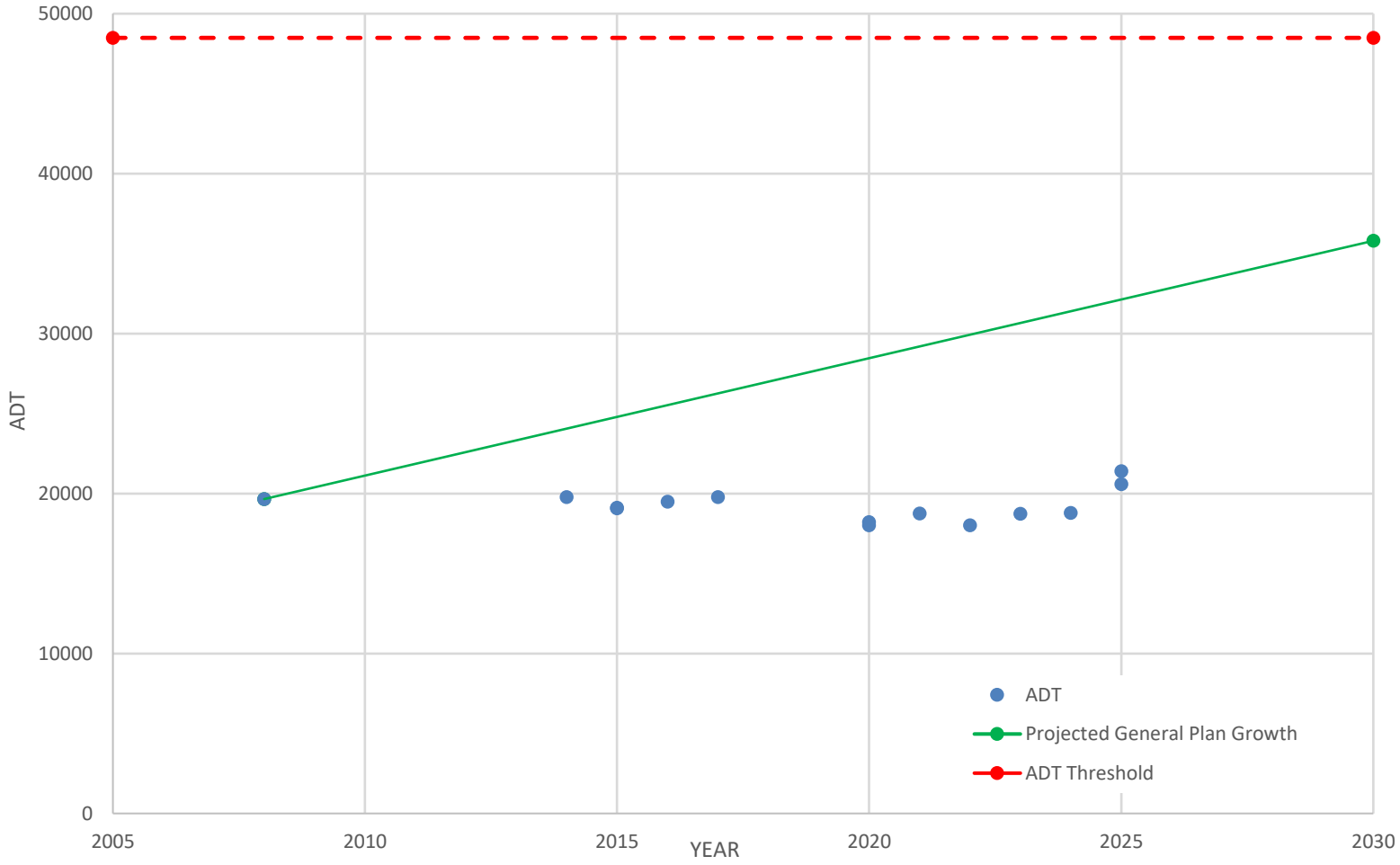
Figure 11



CARMEL VALLEY ROAD
SEGMENT 7
Between Rancho San Carlos Road and Schulte Road

PETERS ENGINEERING GROUP

Figure 12



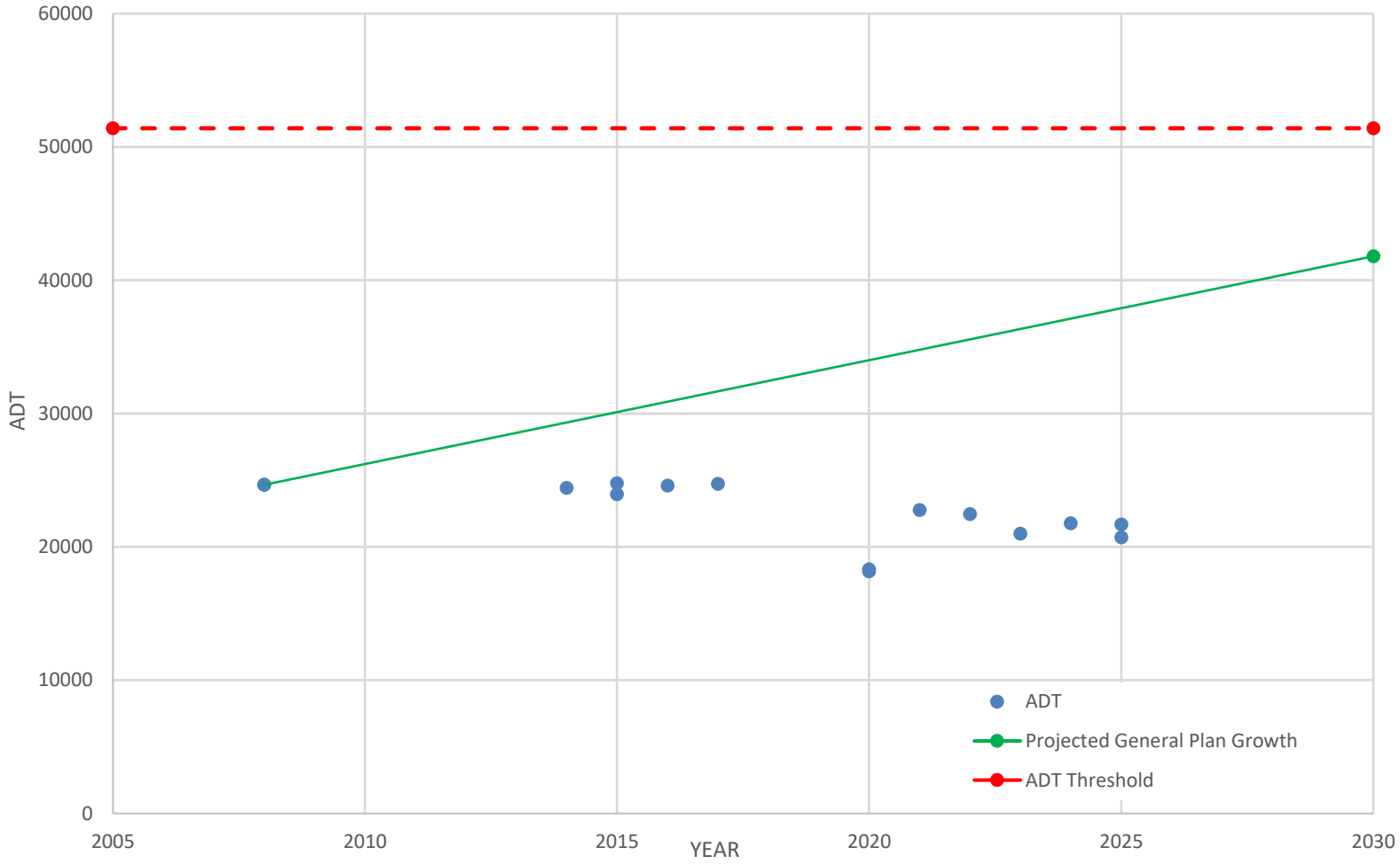
CARMEL VALLEY ROAD

SEGMENT 8

Between Village Park Road and Rancho San Carlos Road

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Figure 13



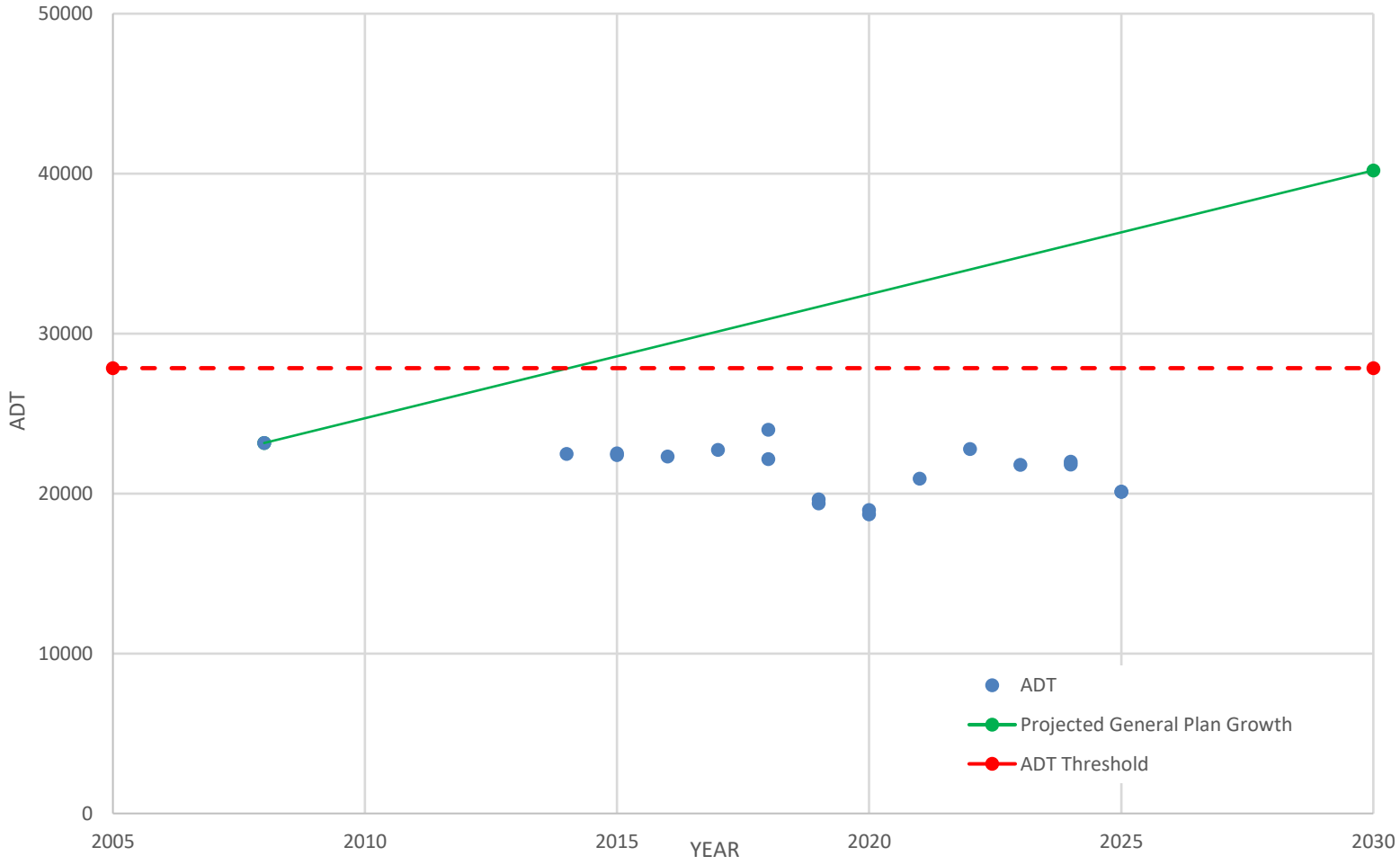
CARMEL VALLEY ROAD

SEGMENT 9

Between Carmel Rancho Boulevard and Village Park Road

PETERS ENGINEERING GROUP

Figure 14



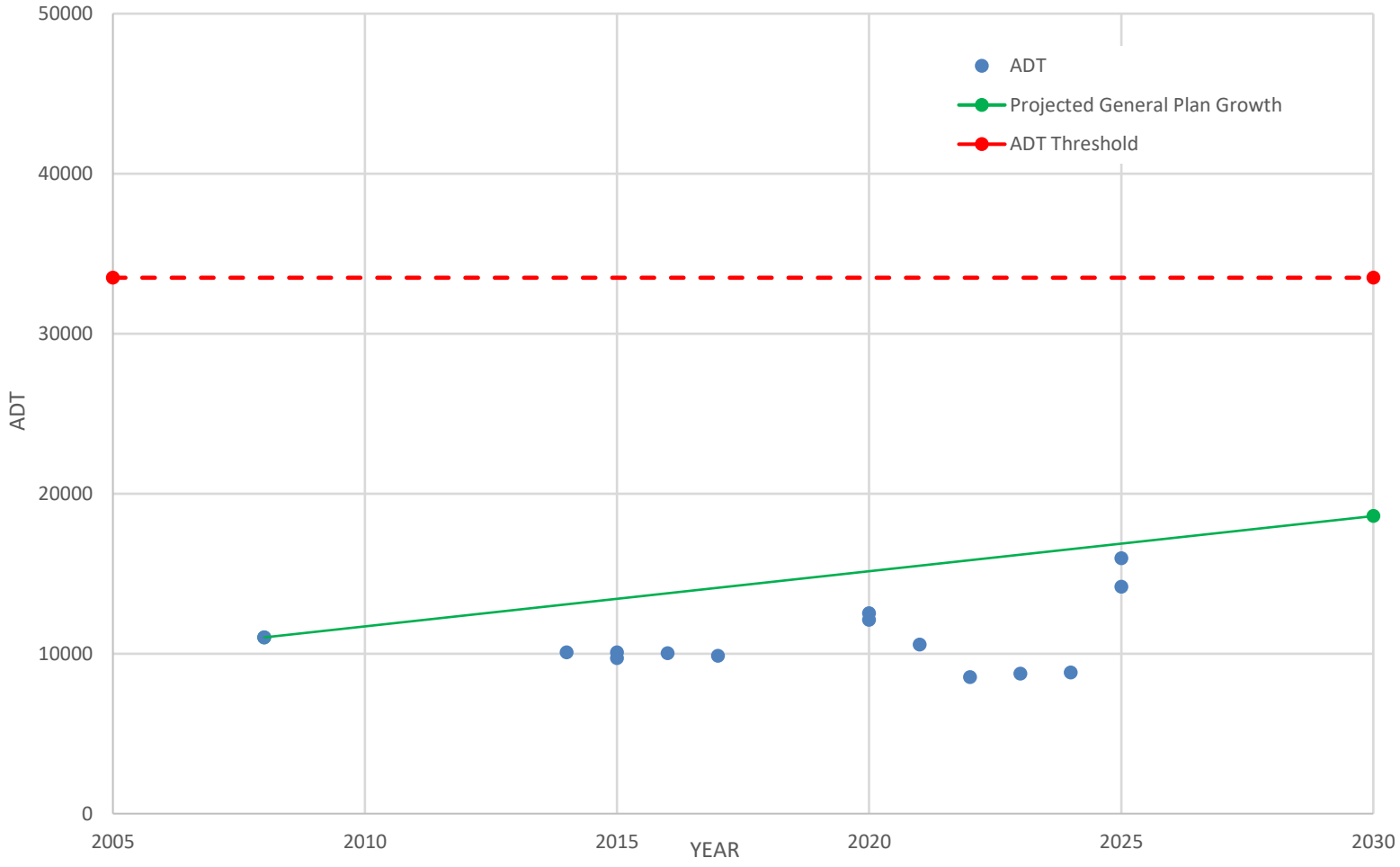
CARMEL VALLEY ROAD

SEGMENT 10

Between SR 1 and Carmel Rancho Boulevard

PETERS ENGINEERING GROUP

Figure 15



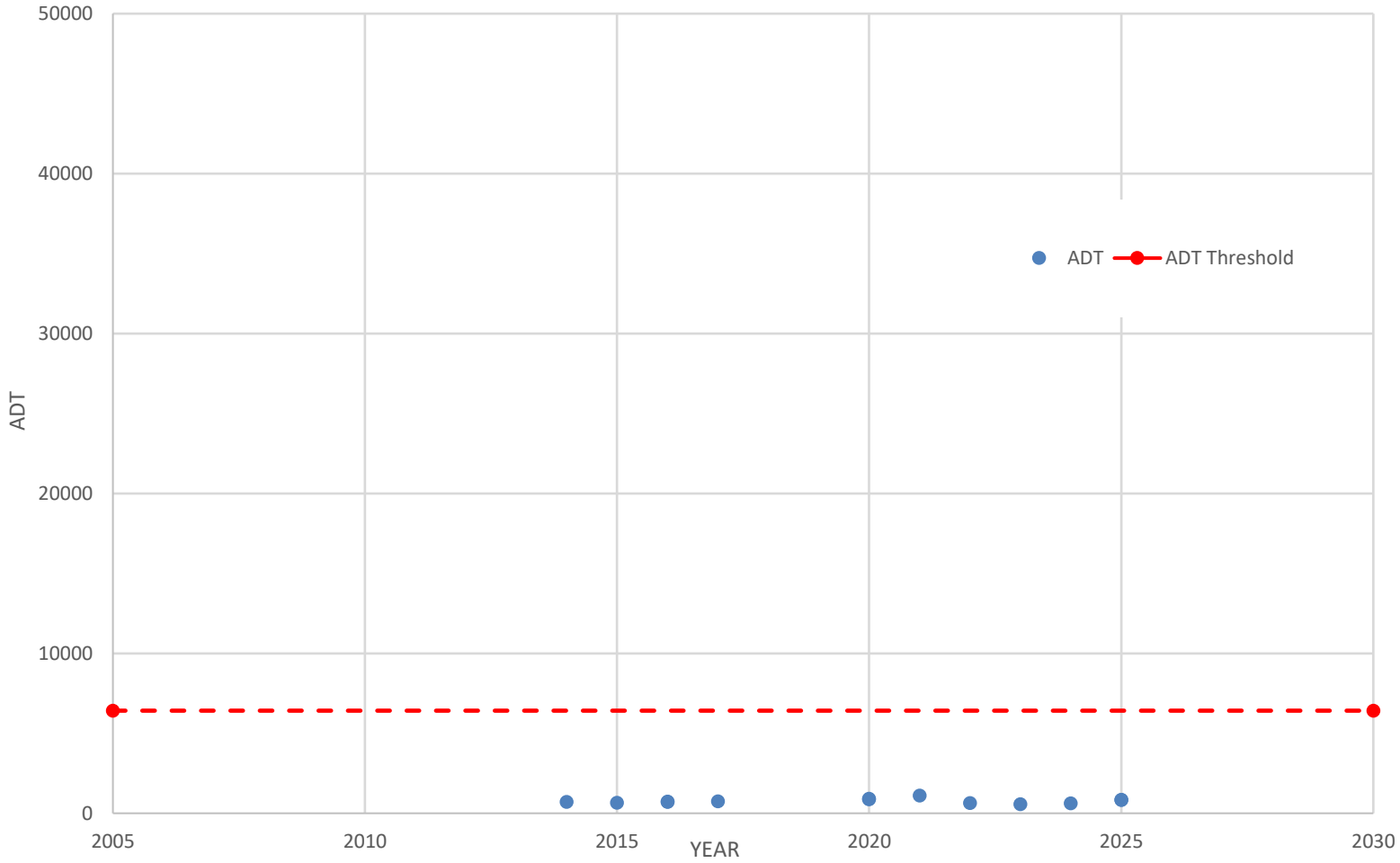
CARMEL RANCHO BOULEVARD

SEGMENT 11

Between SR 1 and Carmel Rancho Boulevard

PETERS ENGINEERING GROUP

Figure 16



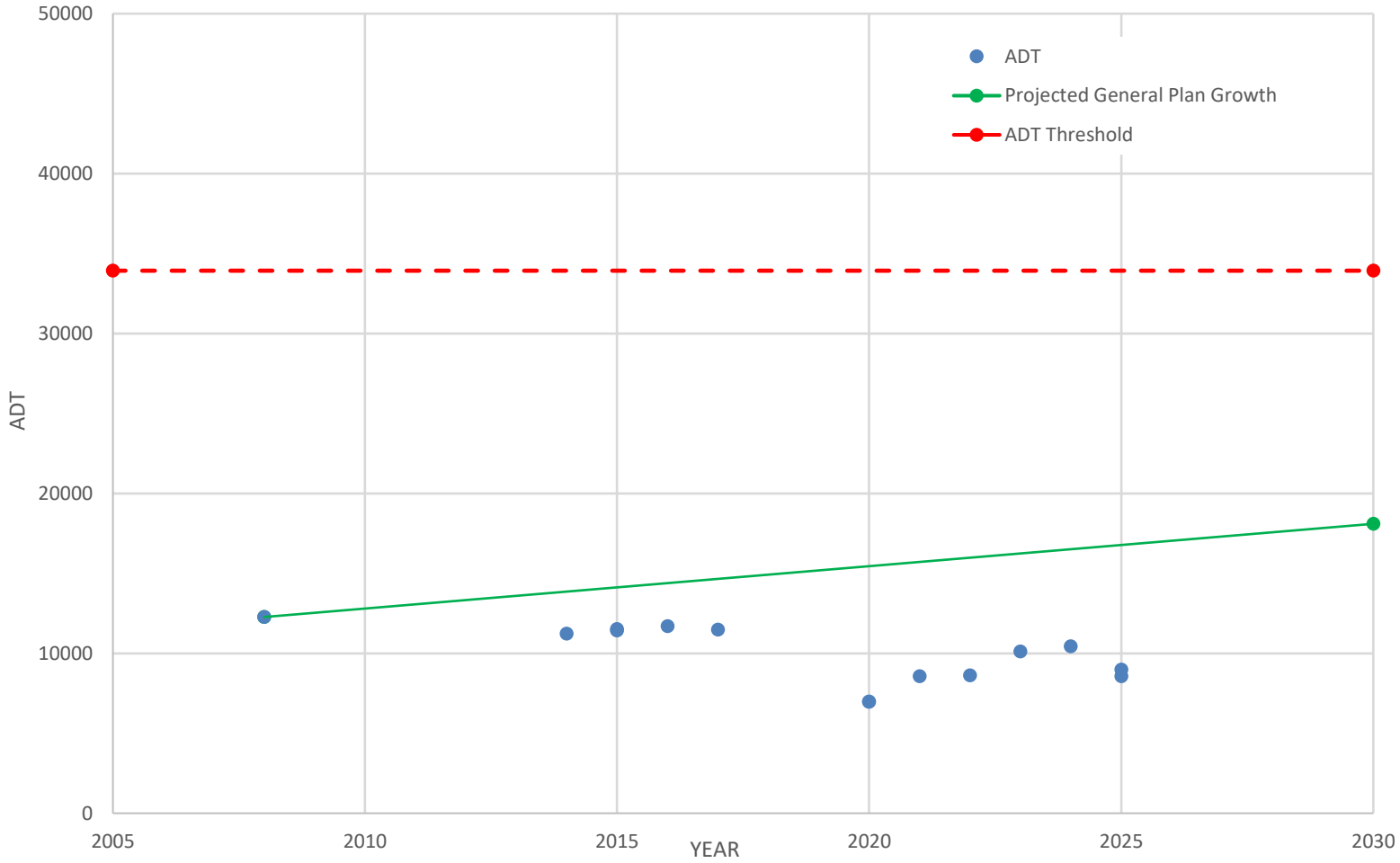
RIO ROAD

SEGMENT 12

Between Carmel Rancho Boulevard and Val Verde Drive

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Figure 17



RIO ROAD

SEGMENT 13

Between SR 1 and Carmel Rancho Boulevard

PETERS ENGINEERING GROUP

Figure 18

Introduced: 1/16/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** Appointment

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

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Ratify the standing committee rotational schedule;
b. Consider appointments to Non-County Entities as proposed by the Chair;
c. Consider the following options for each of the Board of Supervisors Ad Hoc Committees:
    a. Creation or dissolution from the 2026 appointment list; or
    b. Confirm appointments and establish new termination date; and,
d. Direct staff to update the *Standing and Ad Hoc Committees, and Non-County Entities Functions, Membership and Appointments* Board Policy (G-10)
e. Provide further direction.

SUMMARY/DISCUSSION:

Board Policy G-10 addresses Board standing and ad hoc committees, non-county entities to which the Board makes appointments, and the process for making such appointments. The policy sets forth a rotating membership for standing committees and confirmation of ad hoc committees and appointments to non-county entities on an annual basis.

Standing Committee:

On January 6, 2026, the Board approved a modified rotation schedule concept in which supervisors would serve two-year committee terms over a ten-year rotation cycle. The schedule includes three appointment types: rotating appointments, where both seats rotate among districts; fixed/rotating appointments, with one fixed seat and one rotating seat; and, fixed appointments, which would remain unchanged. This model maintains flexibility, allowing Supervisors at the start of a rotation term to delegate/reassign a committee seat to another Supervisor, subject to Board approval, without altering the overall rotation. The Board is asked to ratify the standing committee appointments for the first two-year term of the rotation schedule (2026-2027).

Non-County Entities:

On December 4, 2024, the Board directed staff to suspend the existing procedure and initiate a pilot solicitation process for these appointments. As part of the pilot, the selection process is conducted during open session, during which time Board members have an opportunity to state their preference for consideration of appointment to non-county entities.

The Chair has considered input received during the December 9, 2025, meeting and prepared recommendations for those entities for Board consideration.

Ad Hoc Committees:
There are currently nine ad hoc committees of the Board, as detailed in Exhibit D. The Board is asked to consider disbanding the ad hoc committees listed below and provide further direction regarding the creation, dissolution, and/or continuance of remaining ad hoc committees.

- Battery Storage Facilities Ad Hoc Committee
- Standing Committee Appointment Procedure Ad Hoc
- Tenant Commissioner Selection Ad Hoc Committee

A consolidated list of standing committee appointments and proposed members of the Board of Supervisors' appointments to various Non-County Entities by the incoming Chair is attached to this report for Board consideration. Upon Board direction, the County Administrative Office will modify and post the 2026 appointment list accordingly.

It is further requested that the Board direct staff to update Board Policy G-10 to include recent revisions to the standing committee rotation and non-county entity selection process. If the Board approves, staff will make the appropriate revisions to the policy and post accordingly.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A: Consolidated list of 2026 Board Appointments (redline ver.)
B: Consolidated list of 2026 Board Appointments (clean ver.)
C: Standing Committee 10-Year Rotation Schedule
D: 2025 Ad Hoc Committees
E: Board Policy G-10

County of Monterey

Board Report

Legistar File Number: APP 26-016

Item No.14

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

January 27, 2026

Introduced: 1/16/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** Appointment

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

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It is recommended that the Board of Supervisors:

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It is further requested that the Board direct staff to update Board Policy G-10 to include recent revisions to the standing committee rotation and non-county entity selection process. If the Board approves, staff will make the appropriate revisions to the policy and post accordingly.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A: Consolidated list of 2026 Board Appointments (redline ver.)
B: Consolidated list of 2026 Board Appointments (clean ver.)
C: Standing Committee 10-Year Rotation Schedule
D: 2025 Ad Hoc Committees
E: Board Policy G-10

Assignment of County of Monterey Board of Supervisors Members and Staff to Boards, Committees, and Commissions for Calendar Year 2026

BOARD STANDING COMMITTEES (1st two-year term of rotation schedule)	**# of Appointments**	**2026 Appointments**
Alternative Energy and Environment Committee	2	District 4 District 5
Budget Committee	2	District 1 District 2
Cannabis Committee	2	District 3 District 1
Capital Improvement Committee	2	District 4 District 3
Economic Development Committee	2	District 1 District 2
Equal Opportunity Committee	2	District 4 District 3
Health, Housing, Homelessness, and Human Services Committee	2	District 2 District 5
Human Resources Committee	2	District 3 District 4
Legislative Committee	2	District 1 District 5
Measure AA Committee	2	District 2 District 3
Monterey Urban County Standing Committee	2	District 5 District 4
Water Resources Agency Joint Boards Leadership Committee	2	District 2 District 3
AD HOC COMMITTEES	**# of Appointments**	**2026 Appointments**
AB 1185 Ad Hoc Committee	2	District 2 District 4
Immigrants' Rights Ad Hoc Committee	2	District 1 District 3
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	District 1 District 3
Salinas-County Ad Hoc Committee	2	District 1 District 4
Ticket/Passes Policy Ad Hoc Committee	2	District 1 District 2
Unified Health System Ad Hoc Committee	2	District 3 District 4

NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS	# of Appointments	2026 Appointments
3CE (Central Coast Community Energy) Policy Board	1 *1 Alternate*	District 5 *District 4*
Arts Council for Monterey County	1 *1 Alternate*	District 2 *District 1*
Association of Monterey Bay Governments (AMBAG)	2 *1 Alternate*	District 2 District 5 *District 4*
Behavioral Health Commission	1 *1 Alternate*	District 4 *District 1*
Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission)	1	District 4
Children's Council of Monterey County	1 *1 Alternate*	District 4 *District 3*
Coalition of Homeless Service Providers Leadership Council	1 Leadership Council Appointment *1 Alternate*	District 1 *District 5*
Community Alliance for Safety and Peace (CASP)	1 *1 Alternate*	District 1 *District 2*
Community Restorative Justice Commission	1	District 2
Emergency Communications Policy Advisory Committee	2	District 3 District 2
Emergency Medical Services Committee	2	District 5 District 3
First 5 Monterey County	1	District 3
Juvenile Justice Coordinating Council	1	District 2
Local Agency Formation Commission	2 *1 Alternate*	District 5 District 4 *District 3*
Military & Veterans Affairs Advisory Commission	1	District 1
Monterey Bay Air Resources District	3 *1 Alternate*	District 1 District 3 District 4 *District 5*
Monterey County Convention and Visitors Bureau (MCCVB)	1	District 5
Monterey County Parks Commission	1	District 2
Monterey One Water	1 *1 Alternate*	District 2 *District 4*
Monterey Peninsula Water Management District (MPWMD) - Board of Directors	1 Resident District Supervisor (D4 or D5)	District 5
Monterey Peninsula Water Management District (MPWMD) - Policy Advisory Committee	1	District 5
Monterey Peninsula Water Management District (MPWMD) - Water Supply Project Governance Committee	1 *1 Alternate*	District 5 *District 4*

NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS (Cont.)	# of Appointments	2026 Appointments
Monterey-Salinas Transit (MST)	1 *1 Alternate*	District 1 *District 4*
Natividad Medical Center Board of Trustees	1	District 3
Pajaro Regional Flood Management Agency Board of Directors (WRA)	1 *1 Alternate*	District 1 *District 4*
Pajaro River Watershed Flood Prevention Authority	1	District 2
Remote Access Network Board	1 Board Chair	District 4
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	District 2 District 3 *District 1*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	District 4 *District 5*
Workforce Development Board	1	District 1

NON-COUNTY ENTITIES DISTRICT APPOINTMENTS	District Appointments	2026 Appointments
Pajaro Regional Flood Management Agency Board of Directors	District 2 *1 Alternate*	District 2 *District 3*
Gonzales Enhanced Infrastructure District	District 3	NA
South Salinas Valley Broadband Authority	District 3	NA

NON-COUNTY ENTITIES STAFF APPOINTMENTS	# of Appointments	2026 Appointments
3CE - Operations Board	1 *1 Alternate*	CAO *Assistant CAO*
Community Corrections Partnership	1	
Law Library Board of Trustees (Term)	1 Staff member from County Counsel, District Attorney, or Public Defender	Samuel Beiderwell
Monterey Peninsula Water Management District (MPWMD) - Technical Advisory Committee (TAC)	1	Craig Spencer

NON-COUNTY ENTITIES TERM APPOINTMENTS	# of Appointments	2026 Appointments	Term
Hitchcock Road Animal Services Board of Directors	1 *1 Alternate* *1 County Rep.* *Designee*	District 2 *District 1* CAO *Chief ACAO*	Four-year term expires March 2027
Friends of Laguna Seca Board of Directors	1 *1 Alternate*	District 5 *District 1*	One-year term expires April 2025
California State Associations of Counties (CSAC)	1 *1 Alternate*	District 1 *District 4*	Appointed annually in Fall. Term expires early December 2026
Golden State Connect Authority (GSCA)			Appointed annually in Fall. Term expires early January 2027
Golden State Finance Authority (GSFA)			
Rural County Representatives of California(RCRC)	1 *1 Alternate*	District 3 *District 2*	
ReGen Monterey (Monterey Regional Waste Management District)	1 (Districts 2, 4, or 5)	District 4	Four-year term expires December 2028
Salinas Valley Groundwater Sustainability Agency	1 *1 Alternate*	District 2 *John Baillie*	Three-year term expires June 2026
Groundwater Sustainability Agency Working Group (County/SVBGSA)	1 *1 Alternate*	District 4 *CAO or Designee*	Four-year term expires January 2029

Assignment of County of Monterey Board of Supervisors Members and Staff to Boards, Committees, and Commissions for Calendar Year 2026

BOARD STANDING COMMITTEES (1st two-year term of rotation schedule)	**# of Appointments**	**2026 Appointments**
Alternative Energy and Environment Committee	2	District ~~2~~4 District ~~3~~5
Budget Committee	2	District ~~3~~1 District ~~4~~2
Cannabis Committee	2	District 3 District ~~5~~1
Capital Improvement Committee	2	District ~~1~~4 District ~~5~~3
Economic Development Committee	2	District 1 District 2
Equal Opportunity Committee	2	District ~~2~~4 District 3
Health, Housing, Homelessness, and Human Services Committee	2	District ~~1~~2 District ~~4~~5
Human Resources Committee	2	District ~~1~~3 District ~~5~~4
Legislative Committee	2	District 1 District ~~2~~5
Measure AA Committee	2	District 2 District 3
Monterey Urban County Standing Committee	2	District ~~2~~5 District 4
Water Resources Agency Joint Boards Leadership Committee	2	District 2 District 3
AD HOC COMMITTEES	**# of Appointments**	**2026 Appointments**
AB 1185 Ad Hoc Committee	2	District 2 District 4
~~Battery Storage Facilities Ad Hoc Committee~~	~~2~~	~~District 2~~ ~~District 5~~
Immigrants' Rights Ad Hoc Committee	2	District 1 District 3
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2	District 1 District 3
Salinas-County Ad Hoc Committee	2	District 1 District 4
Ticket/Passes Policy Ad Hoc Committee	2	District 1 District 2
~~Standing Committee Appointment Procedure Ad Hoc~~	~~2~~	~~District 2~~ ~~District 5~~
~~Tenant Commissioner Selection Ad Hoc Committee~~	~~2~~	~~District 1~~ ~~District 4~~
Unified Health System Ad Hoc Committee	2	District 3 District 4

NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS	# of Appointments-	2026 Appointments
3CE (Central Coast Community Energy) Policy Board	1 *1 Alternate*	District 5 *District 4*
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Children's Council of Monterey County	1 *1 Alternate*	District 4 *District 3*
Coalition of Homeless Service Providers Leadership Council	1 Leadership Council Appointment *1 Alternate*	District 1 *District 5*
Community Alliance for Safety and Peace (CASP)	1 *1 Alternate*	District 1 *District 2*
Community Restorative Justice Commission	1	District 2
Emergency Communications Policy Advisory Committee	2	District 3 District 2
Emergency Medical Services Committee	2	District 5 District 3
First 5 Monterey County	1	District 3
Juvenile Justice Coordinating Council	1	District 2
Local Agency Formation Commission	2 *1 Alternate*	District 5 District 4 *District 3*
Military & Veterans Affairs Advisory Commission	1	District 1
Monterey Bay Air Resources District	3 *1 Alternate*	District 1 District 3 District 4 *District 5*
Monterey County Convention and Visitors Bureau (MCCVB)	1	District 5
Monterey County Parks Commission	1	District 2
Monterey One Water	1 *1 Alternate*	District 2 *District 4*

Monterey Peninsula Water Management District (MPWMD) - Board of Directors	1 Resident District Supervisor (D4 or D5)	District 5
Monterey Peninsula Water Management District (MPWMD) - Policy Advisory Committee	1	District 5
Monterey Peninsula Water Management District (MPWMD) - Water Supply Project Governance Committee	1 *1 Alternate*	District 5 *District 4*
NON-COUNTY ENTITIES AGENCIES, JPAs & MISC. APPOINTMENTS (Cont.)	**# of Appointments**	**2026 Appointments**
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Natividad Medical Center Board of Trustees	1	District 3
Pajaro Regional Flood Management Agency Board of Directors (WRA)	1 *1 Alternate*	District 1 *District 4*
Pajaro River Watershed Flood Prevention Authority	1	District 2
Remote Access Network Board	1 Board Chair	District ~~3~~4
Salinas Valley Recycles (Salinas Valley Solid Waste Authority)	2 *1 Alternate*	District 2 District 3 *District 1*
Seaside Groundwater Basin Watermaster	1 *1 Alternate*	District 4 *District 5*
Workforce Development Board	1	District 1

NON-COUNTY ENTITIES DISTRICT APPOINTMENTS	**District Appointments**	**2026 Appointments**
Pajaro Regional Flood Management Agency Board of Directors	District 2 *1 Alternate*	District 2 *District 3*
Gonzales Enhanced Infrastructure District	District 3	NA
South Salinas Valley Broadband Authority	District 3	NA

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Community Corrections Partnership	1	
Law Library Board of Trustees (Term)	1 Staff member from County Counsel, District Attorney, or Public Defender	Samuel Beiderwell
Monterey Peninsula Water Management District (MPWMD) - Technical Advisory Committee (TAC)	1	Craig Spencer

NON-COUNTY ENTITIES TERM APPOINTMENTS	# of Appointments	2026 Appointments	Term
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Friends of Laguna Seca Board of Directors	1 *1 Alternate*	District 5 *District 1*	One-year term expires April 2025
California State Associations of Counties (CSAC)	1 *1 Alternate*	District 1 *District 4*	Appointed annually in Fall. Term expires early December 2026
Golden State Connect Authority (GSCA) Golden State Finance Authority (GSFA) Rural County Representatives of California(RCRC)	1 *1 Alternate*	District 3 *District 2*	Appointed annually in Fall. Term expires early January 2027
ReGen Monterey (Monterey Regional Waste Management District)	1 (Districts 2, 4, or 5)	District 4	Four-year term expires December 2028
Salinas Valley Groundwater Sustainability Agency	1 *1 Alternate*	District 2 *John Baillie*	Three-year term expires June 2026
Groundwater Sustainability Agency Working Group (County/SVBGSA)	1 *1 Alternate*	District 4 *CAO or Designee*	Four-year term expires January 2029

Board of Supervisors Standing Committee – 10-year Rotation Schedule

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
	Committee:	**District Supervisor A**	**District Supervisor B**	**District Supervisor A**	**District Supervisor B**	**District Supervisor A**	**District Supervisor B**	**District Supervisor A**	**District Supervisor B**	**District Supervisor A**	**District Supervisor B**
Rotating Appointments	Alternative Energy and Environment	4	5	3	4	2	5	1	2	1	3
	Budget Committee	1	2	1	5	3	4	2	4	3	5
	Capital Improvement Committee	4	3	2	1	3	5	1	4	2	5
	Economic Development	1	2	3	5	1	3	2	5	2	4
	Equal Opportunity	4	3	2	5	1	4	1	3	4	5
	Health, Housing, Homelessness & Human Services	2	5	1	4	1	5	3	4	2	3
	Human Resources	3	4	1	2	2	3	4	5	1	5
	Legislative	1	5	2	3	2	4	3	5	1	4

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
Fixed/Rotating Appointments	Committee:	**Fixed**	**Rotating**	**Fixed**	**Rotating**	**Fixed**	**Rotating**	**Fixed**	**Rotating**	**Fixed**	**Rotating**
	Cannabis Committee[1]	3	1	3	2	3	4	3	5	3	1
	Monterey Urban County Standing Committee[2]	4	5	3	1	4	2	3	5	4	1

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
Fixed Appointments	Committee:	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**	**Fixed**
	Water Resources Agency Joint Boards Leadership Committee	2	3	2	3	2	3	2	3	2	3

[1]The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District

[2]A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District

[3]The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee

1/09/2026

2025 Ad Hoc Committees

Ad hoc committees are periodically established by the Board of Supervisors
to address a single subject for a limited duration.

Ad Hoc Committee	Established	Purpose
AB 1185 Ad Hoc Committee	2/28/2023	Study various options available concerning oversight of the Office of the Sheriff pursuant to Assembly Bill 1185.
Natividad Medical Center Strategic Objectives Ad Hoc Committee	2020	Address Natividad Medical Center's Strategic Objectives.
Standing Committee Appointment Procedure Ad Hoc	11/28/2023	Review and vet standing committee appointment procedure.
Salinas-County Ad Hoc Committee	2/23/2021	Work on updating MOUs in relation between the County and the City of Salinas.
Unified Health System Ad Hoc Committee	7/19/2022	Address electronic efficiencies for patients requiring medical help.
Tenant Commissioner Selection Ad Hoc Committee	10/15/24	Review tenant commissioner applications, conduct interviews, and make recommendations on appointments to the Board of Supervisors.
Immigrants' Rights Ad Hoc Committee	12/03/24	Bring together key immigrant community stakeholders that could make recommendations, enhance communication and assist the County of Monterey in preparing and protecting our immigrant community in Monterey County against any unconstitutional and draconian federal actions
Battery Storage Facilities Ad Hoc Committee	1/2025	Make safety recommendations concerning the Moss Landing battery storage facility.
Ticket/Passes Policy Ad Hoc Committee	12/09/25	Work with County Counsel to refine the tickets and passes policy

County of Monterey
Board Policy Manual

Policy Name	Policy Number	Page
Standing and Ad Hoc Committees, and Non-County Entities Functions, Membership and Appointments	G-10	1 of 16
Policy Category Government and Administration		

I. Purpose

a. To establish policy and guidelines for the function of and appointments to standing andad hoc committees of the Board of Supervisors, and appointments to non-County entities such as the Local Agency Formation Commission of Monterey County ("LAFCO") and the Monterey Bay Air Resources District ("MBARD").

II. Background

a. The Board of Supervisors ("Board") has, on occasion, established various standing and ad hoc committees. In addition, the County is required or has agreed to appoint Supervisors to various non-County entities such as special districts and joint powers authorities. Historically, the appointments to such committees and non-County entities have been annually upon recommendation of the incoming Chairperson of the Board and vote of the full Board. The procedure for appointments has not been formally established and was last addressed by the Board in 2010.

b. This policy is intended to formalize the functions of, and the appointment process to, Board standing and ad hoc committees, and appointments to non-County entities.

III. Policy

a. It is the policy of the Board that the functions of and appointments to Board standing and ad hoc committees, and appointments to non-County entities, be pursuant to this policy unless otherwise determined by Board resolution or Board order.

IV. Definitions

a. "Standing committee" means an advisory committee established by the Board consisting of less than a quorum of the Board and having continuing jurisdiction of a major policy issue or objective, or an issue of ongoing significance to the County. Standing Committees shall be subject to the California Open Meeting Law, Government Code

section 54950 et seq. (the "Brown Act").

b. "Ad hoc committee" means an advisory committee established by the Board, consisting of less than a quorum of the Board, and established to address a specific issue or goal with a limited existence. Ad hoc committees shall generally not exist for the lesser of the time to complete their purpose or 1 year.In unusual circumstances, the Board may authorize an ad hoc committee to exist beyond 1 year, but such committees shall not exist for more than a total of eighteen (18) months. Ad hoc committees are not subject to the Brown Act.

c. "Non-County entity" means a non-County legislative or governing body established pursuant to state law or agreement. Examples of non-County entities are, but are not limited to, LAFCO, MBARD, Salinas Valley Groundwater Sustainability Agency ("SVBGSA"), Salinas Valley Recycles (Salinas Valley SolidWaste Authority), Monterey Regional Waste Management District ("MRWMD"), and Monterey One Water ("M1W"). Such entities may or may not be subject to the Brown Act, depending on their organic law, method of formation, or unilateraldetermination. Membership on some such entities may also be determined by state law or agreement.

V. Committees established

a. Standing committees.

As of the date this policy was adopted, the standing committees of the Board are as set forth in Attachment A. The Board may create new or abolish existingstanding committees from time-to-time, and the Clerk of the Board ("COB") is authorized and directed to update Attachment A as necessary to reflect the newor abolished committees. Attachment A shall reflect which committees are newand which have been abolished, and the date of such action by the Board to create a historical record of standing committees.

b. Ad hoc committees.

As of the date this policy was adopted, the ad hoc committees of the Board are as set forth in Attachment B. The Board may create new or abolish existing ad hoc committees, on occasion, and the COB is authorized and directed to update Attachment B as necessary to reflect the new or abolished committees. Attachment B shall reflect which committees are new and which have been abolished, the date of such action by the Board, and the target date for the termination of the Ad Hoc Committee, to create a historical record of ad hoc committees.

c. Non-County entities.

As of the date this policy was adopted, the non-County entities to which the Board makes appointments are as set forth in Attachment C. Non-County entities may be created or abolished on occasion, and the COB is

authorized and directed to update Attachment C as necessary to reflect the newor abolished entities. Attachment C shall reflect which entities are new and which have been abolished, and the date of such action, to create a historical record of non-County entities.

VI. Appointments and Membership

a. Standing committees.

The membership on standing committees shall be on a rotational basissequentially by Supervisorial District as follows:

1. Supervisors shall serve on a standing committee for a term of three years that commences on January 1st and ends on December 31st.

2. Upon adoption of this policy, the Chairperson shall recommend appointments to the standing committees for the remainder of calendar year 2022, with consideration given to interest, continuity, expertise and importance to specific Supervisorial Districts, and the Board shall make the appointments. Thereafter, in December of 2022, the incoming Chairperson shall recommend appointments to the standing committees on a rotational basis. The recommendations shall be by Supervisorial District sequentially, and the recommendations shall stagger the initial terms such that not all memberships start with District 1. For example, Districts 1 and 2 to committee A; Districts 2 and 3 to committee B; Districts 3 and 4 to committee C, etc. The Board shall make the appointments at the first meeting in January of 2023, designating the Supervisor first in sequence to serve an initial term of two years, and the Supervisor second in sequence to serve the full term. Thereafter, upon completion of a Supervisor's term on the committee, the Supervisor from the District next in sequence shall serve on the committee and no formal appointment by the Board shall be required.

3. A Supervisor whose District is in sequence may, at the start of a term, decline to serve on a standing committee, in which case the Supervisor in the District next in sequence shall serve, and the membership sequence shall remain the same. For example, if the Supervisor from District 3 is next in sequence to start a term to serve on committee A and declines, theSupervisor from District 4 then serves on the committee and District 5 is next in sequence. The declining Supervisor shall provide notice to the Chairperson, CAO, County Counsel, and the COB in the December prior to the start of a term.

   If all other Supervisors decline to serve, the Board shall make an appointment upon the Chairperson's recommendation. Upon such appointment, the appointed Supervisor's District shall not re-start the sequence of membership and it remains the same. In the same exampleas above, if District 2 is appointed, District 5 remains next is sequence.

4. A Supervisor whose District is in sequence may assign or delegate membership on a standing committee to another Supervisor at the start of a term. Such assignment or delegation shall require Board approval. In the event the Board approves the assignment or delegation, the assigned/delegated Supervisor's District shall not re-start the sequence of membership. For example, the Supervisor from District 4 is on committee B and the Supervisor from District 5 is next in sequence to serve on that committee. The Supervisor from District 5 may assign or delegate service to the Supervisor from District 3. Upon Board approval, the Supervisor from District 3 serves on the committee, but District 1 remains in sequence to next serve a term on the committee. If the Board declines all proposed assignments/delegations, the Supervisor from the District in sequence shall serve the term. In the example above, if the Board declines the assignment/delegation to District 3, the Supervisor from District 5 shall serve the term.

5. Membership on standing committees is by District. If a new Supervisor is elected during a term for which a District is serving on a committee, the newly elected Supervisor shall finish out the term.

6. Supervisors who begin a term on a committee are expected to serve out that term. If a vacancy occurs in a Supervisorial District, or a Supervisor desires to resign or refuses to participate in committee meetings, the procedures in paragraph VI.A.3, above, shall generally be followed, and the selected Supervisor shall serve out the term on the committee, but thesequence of membership shall remain the same.

7. Notwithstanding the foregoing:

    i. A Supervisor from either District 3 or 4 shall serve on the Monterey Urban County Standing Committee with the remaining position rotating sequentially by District;

    ii. The Supervisors from Districts 2 and 3 shall serve on the Water Resources Agency Joint Boards Leadership Committee;

    iii. The Supervisor from District 3 shall serve on the Cannabis Standing Committee with the remaining position rotating sequentially by District;and,

    iv. The Supervisor appointed to serve on the Coalition of Homeless Services Providers Leadership Council shall serve on the Homelessness Standing Committee with the remaining position rotating sequentially by District.

    v. Should any of the above identified Supervisors decline to serve, wish to assign or delegate, or resign from serving, the procedures in paragraphs VI.A.3, A.4 or A.6, above, shall be followed as appropriate.

8. The COB shall keep a roster of standing committee membership which shall be presented to the Board for information at the Board's first meetingof the calendar year.

b. Ad hoc committees.

Ad hoc committees may be formed on occasion by the Board. Upon formation, the Board shall determine membership and anticipated length of existence, with consideration given to interest, expertise, and importance to specific Supervisorial Districts. Supervisors appointed to an ad hoc committee are expected to serve on the committee until such time as the committee is disbanded; however, a Supervisor may request to be removed from a committee,in which case the Board shall select a replacement.

Prior to the first meeting of the Board in a calendar year, the COB shall prepare amatrix showing membership on ad hoc committees and the anticipated expiration of the committees, and submit the matrix for Board confirmation at the first meeting of the calendar year. The COB shall keep the matrix for reference and shall update the matrix if a committee is disbanded during the calendar year.

c. Non-County entities.

In December of each year, for those non-County entities whose membership is not set by state law or agreement, the CAO shall, in a manner that does not violate the Brown Act, and in consultation with the County Counsel, solicit interest from each Supervisor regarding service on such entities (designated appointments are listed on Attachment C). Upon receiving such input, the CAO shall provide the information to the incoming Chairperson, who shall prepare recommendations for appointments to the non-County entities, including recommendations for those non-County entities whose membership is set by state law or agreement. Recommendations for those entities whose membershipis not set by state law or agreement shall be prepared with consideration given tointerest, continuity, expertise, and importance to specific Supervisorial Districts.
The CAO shall process to the full Board consideration of the recommendations atthe first Board meeting in January of each year, and the Board shall make such appointments as it deems appropriate. The COB shall keep a roster of non- County entity membership for reference.

VII. Committee Procedures

a. At their first meeting of each calendar year, standing and ad hoc committees shall select a Chairperson. Generally, and unless a committee determines otherwise, the Chairperson position of each committee shall rotate annually between its appointees. The meetings of committees, and the responsibility of committee members, shall be in conformance with Section 2.04.250 of the Monterey County Code, enclosed for ease of reference as Attachment D.

VIII. Review Date

a. This Policy will be reviewed by the Board in December of 2024, and then every even numbered year after that.

IX. Board Action

a. Legistar File Number: 22-185, March 1, 2022

ATTACHMENT A

ATTACHMENT A

BOARD STANDING COMMITTEES

Alternative Energy and Environment Committee

Budget Committee

Cannabis Standing Committee[1]

Capital Improvement Committee

Economic Opportunity Committee

Equal Opportunity Committee

Health, Housing, and Human Services Committee

Homelessness Committee[2]

Human Resources Committee

Legislative Committee

Monterey Urban County Standing Committee[3]

Water Resources Agency Joint Boards Leadership Committee[4]

[1]Supervisor from District 3 to be a member with the remaining position rotating sequentially by District.
[2]Supervisor appointed to Coalition of Homeless Services Providers Leadership Council to be a member with the remaining position rotating sequentially by District.
[3]Supervisor from either District 3 or 4 to be a member with the remaining position rotating sequentially by District.
[4]Supervisors from Districts 2 and 3 to be members.

ATTACHMENT B

ATTACHMENT B

BOARD AD HOC COMMITTEES

Animal Services Ad Hoc Committee

COVID-19 Agricultural Ad Hoc Committee

COVID-19 Communications Ad Hoc Committee

COVID-19 Hospitality Ad Hoc Committee

Downtown MOU Ad Hoc Committee

Housing Authority Ad Hoc Committee

ATTACHMENT C

ATTACHMENT C

NON-COUNTY ENTITIES

3CE (Central Coast Community Energy) – Policy Board

3CE (Central Coast Community Energy) – Operations Board[1]

Arts Council for Monterey County

Association of Monterey Bay Area Governments (AMBAG)

Behavioral Health Commission

California State Association of Counties (CSAC) Board of Directors[2]

Central California Alliance for Health (Santa Cruz-Monterey-Merced Managed Medical Care Commission) (CCAH)

Children's Council of Monterey County

Coalition of Homeless Services Providers Leadership Council

Community Corrections Partnership[1]

Community Alliance for Safety and Peace (CASP)

Community Restorative Justice Commission

Emergency Communications Policy Advisory Committee

Emergency Medical Services Committee

First 5 Monterey County

Golden State Connect Authority (GSCA)

Golden State Financing Authority (GSFA)

Gonzales Enhanced Infrastructure District Public Financing Authority[3]

Juvenile Justice Coordinating Council

Law Library Board of Trustees[1]

Local Agency Formation Commission (LAFCO)

Military & Veterans Affairs Advisory Commission

Monterey Bay Air Resources District (MBARD)

Monterey County Convention and Visitors Bureau (MCCVB)

Monterey County Parks Commission

ATTACHMENT C (cont.)

NON-COUNTY ENTITIES

Monterey One Water (M1W)

Monterey Peninsula Water Management District (MPWMD) Board of Directors[4]

Monterey Peninsula Water Management District (MPWMD) Policy Advisory Committee (PAC)

Monterey Peninsula Water Management District (MPWMD) Technical Advisory Committee (TAC)[1]

Monterey Peninsula Water Supply Project Governance Committee

Monterey Regional Waste Management District (MRWMD)[5]

Monterey-Salinas Transit (MST)

Natividad Medical Center Board of Trustees

Pajaro Regional Flood Management Agency (PRFMA)[6]

Pajaro River Watershed Flood Prevention Authority (PRWFPA)

Remote Access Network[7]

Rural County Representatives of California (RCRC)

Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)[8]

Salinas Valley Recycles (Salinas Valley Solid Waste Authority)[9]

Seaside Groundwater Basin Watermaster[10]

Transportation Agency for Monterey County (TAMC)[11]

Workforce Development Board (WDB)

[1]County staff appointments.

[2]Appointment to the Board of Directors is typically made in the fall, in time for the appointed Supervisor to participate in the CSAC Board meeting in November/December.

[3]Appointee is the Supervisor from the District that includes the City of Gonzales; alternate is chief of staff.

[4]Appointee must be a resident of MPWMD.

[5]Appointee shall be the Supervisor from either District 4 or 5.

[6]The Supervisor from District 2 shall be the County appointee to the Board; Board to make another appointment for the Water Resources Agency seat.

[7]Appointee shall be the Chairperson of the Board.

[8]Appointment to SVBGSA Board is made in June for a three (3) year term. Next appointment is June of 2023, and every three (3) years thereafter.

[9]Appointees shall be the Supervisors from Districts 1, 2 and 3, either as primaries or alternate.

[10]Appointees shall be the Supervisors from Districts 4 and 5.

[11]Alternates are County staff appointments.

ATTACHMENT D

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2.04.250 Committees.

A. It shall be the responsibility of each member of a committee appointed by the Board to be fully informed concerning the business assigned to it by the Board. Eachcommittee shall promptly perform tasks assigned to it and report to the Board such information and recommendations as shall be necessary or proper.

B. The regular meetings of all committees of the Board of Supervisors shall be held at168 West Alisal Street, Salinas, California; however, regular meetings of a Board committee may be held at a location within the County other than 168 West Alisal Street or other than in the City of Salinas provided that either:

1. Such alternate location is adopted when the schedule for regular meetings duringthe year is adopted by the committee as permitted in Subsection 2.04.250.D, or

2. The alternate location is adopted by resolution or order at a regular meeting and notice of the alternative location is posted prior to the regular meeting immediatelypreceding the meeting at the alternate location.

C. Committees may hold special meetings, and continue or adjourn regular meetings, in the manner provided for the Board of Supervisors set forth in Sections 2.04.030 and2.04.060, above.

D. Each committee may annually adopt a schedule setting forth the time and place forholding regular meetings; such schedule may be amended from time-to-time by the committee.

(Ord. 2523 § 1 Ch. 7 Rule 23, 1979)

(Ord. No. 5257, §§ 5, 6, 9-29-2015)

County of Monterey

Item No.16

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

Board Report

Legistar File Number: 26-064

January 27, 2026

Introduced: 1/21/2026
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

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

Introduced: 1/16/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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

RECOMMENDATION:

It is recommended that the Board of Supervisors:

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

SUMMARY:

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

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

DISCUSSION:

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

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

2026 Legislative Program

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

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

2025 Legislative Workshop Agenda

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

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

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

State Budget Requests

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

1. San Lucas Clean Drinking Water Project - $TBD
2. Nacimiento and San Antonio Dams and Reservoirs Safety Projects - $TBD
3. Scenic Road Protective Structure Project -$7M

Federal Appropriation Requests

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

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

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

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

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

2026 Strategic Grant Services Program

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

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

Annual Reports

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

- Maria Tripplaar and Katlyn Koegel, Ballard Spahr LLP - federal legislative advocates

- Ashley Walker, Nossaman LLP - state legislative advocates
- Ashley Walker, Nossaman LLP - grant consultants

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

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

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Legislative and Strategic Grants Services Programs work to advance all goals of the Board's Strategic Plan.

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

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

Attachments:
- Exhibit A 2026 Legislative Program
- Exhibit B 2026 Legislative Program - redline version
- Exhibit C 2026 Legislative Workshop Agenda
- Exhibit D 2027 Federal Appropriations Requests - Short Project Descriptions
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COUNTY OF MONTEREY
LEGISLATIVE PLATFORM

2025-26

DRAFT

Contacts

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About Monterey County



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

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

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

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

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

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

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

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

Legislative Program

Legislative Program

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

Board of Supervisors – Legislative Committee

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

Legislative Policies

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

Strategic Grant Services Program

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

Protecting Monterey County Values

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

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

San Lucas Clean Drinking Water

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

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

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

Key Objectives:

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

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

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

Key Objectives:

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

FEMA Reimbursements

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

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

Key Objectives:

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

New Scenic Road Protective Structure Project (SRPS)

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

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

New Parks Funding – California Proposition 4

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

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

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

New Porter-Vallejo Library and Mansion Historical Restoration Project

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

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

Strategic Collaboration

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

Economic Development

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

Agriculture

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

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

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

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

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

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

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

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

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

Lithium-Ion Battery Energy Storage System (BESS) Facilities

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

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

Key Objectives:

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

Cannabis

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

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

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

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

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

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

Arts & Culture

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

Broadband, Telecommunication & NGEN Public Radio Services

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

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

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

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

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

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

Housing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immigration

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

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

The County will advocate to:

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

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

Labor Force

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

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

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

Libraries

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

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

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

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

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

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

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

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

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

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

Military Installations

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

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

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

Sustainable Job Growth

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

Tourism

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

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

Key Objectives:

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

Workforce Development and Working Families

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

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

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

Youth Employment

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

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

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

Administration

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

Brown Act

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

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

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

Civil Rights & Civic Engagement

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

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

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

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

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

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

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

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

Government Efficiency & Privacy

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

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

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

Local Government Funding and Authority

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

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

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

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

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

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

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

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

Public Records Act

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

Social, Health, and Racial Equity

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

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

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

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

Workers' Compensation

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

Health & Human Services

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

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

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

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

Public Health

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

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

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

Healthy Communities

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

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

Healthcare for All

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

Public Health, Health Care Coverage, Access & Integration

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

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

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

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

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

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

Key Objectives:

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

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

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

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

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

Behavioral Health

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

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

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

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

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

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

Key Objectives:

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

Public Guardians, Administrators and Conservators

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

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

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

Public Health and Prevention Policies: Tobacco and Cannabis

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

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

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

Early Childhood Development

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

Bright Beginnings Early Childhood Development Initiative

Framework & Strategy Priorities

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

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

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

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

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

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

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

Social Services

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

Promote Child Well-Being and Prevention of Child Abuse

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

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

Child Support Services

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

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

Sustain and Strengthen Safety Net & Employment Support Resources

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

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

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

Homelessness

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

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

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

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

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

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

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

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

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

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

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

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

Strengthen Resources for Seniors and People Living with Disability

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

Key Objectives:

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

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

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

Honor our Veterans

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

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

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

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

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

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

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

Monterey County Veterans Home/Community Living Center

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

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

Key Objectives:

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

Infrastructure

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

Environmental Review

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

Water Resources

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

Energy

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

Land Preservation

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



Resilient and Sustainable Communities

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

Key Objectives:

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

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

Transportation

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

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

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

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

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

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

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

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

Key Objectives:

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

Water Resources Sustainability

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

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

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

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

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

Preserve and Enhance Water Supply

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

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

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

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

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

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

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

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

Potential Projects to Preserve and Enhance Water Supply

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

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

Key Objectives:

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

Protect Water Resources and the Environment

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

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

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

Potential Projects to Protect Water Resources and the Environment

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

Key Objectives:

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

Public Safety

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

Emergency Communications

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

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

Key Objectives

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

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

FEMA Disaster Assistance Cost Recovery

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

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

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

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

Key Objectives:

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

Emergency Preparedness, Response and Recovery

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

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

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

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

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

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

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

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

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

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

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

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

Key Objectives:

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

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

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

Support emergency management education and preparedness to underserved populations.

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

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

Wildfires

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

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

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

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

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

Key Objectives:

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

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

County Control of Emergency Medical Services

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

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

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

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

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

Key Objectives:

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

Juvenile Justice

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

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

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

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

Adult Pretrial Services

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

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

Violence Prevention

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

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

Gang Violence Prevention and Reduction

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

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

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

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

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

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

Key Objectives:

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

Family Violence Prevention

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

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

Key Objectives:

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

Post-Sentence Relief and Reintegration to Reduce Recidivism

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

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

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

Offenders with Mental Health Conditions

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

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

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

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

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

Key Objectives:

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

COUNTY OF MONTEREY
LEGISLATIVE PLATFORM

2025-26

DRAFT

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About Monterey County



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

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

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

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

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

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

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

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

Legislative Program

Legislative Program

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

Board of Supervisors – Legislative Committee

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

Legislative Policies

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

Strategic Grant Services Program

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

Monterey County 2026 Policy Priorities

Protecting Monterey County Values

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

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

Lithium-Ion Battery Energy Storage System (BESS) Facilities

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

Key Objectives:

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

San Lucas Clean Drinking Water

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

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

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

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

Key Objectives:

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

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

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

Key Objectives:

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

FEMA Reimbursements

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

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

Key Objectives:

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

Monterey County Veterans Home/Community Living Center

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

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

Key Objectives:

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

Strategic Collaboration

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

Economic Development

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

Agriculture

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

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

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

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

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

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

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

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

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

Cannabis

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

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

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

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

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

Arts & Culture

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

Broadband, Telecommunication & NGEN Public Radio Services

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

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

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

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

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

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

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

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

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

Housing

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immigration

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

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

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

The County will advocate to:

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

Labor Force

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

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

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

Libraries

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

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

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

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

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

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

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

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

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

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

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

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

Military Installations

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

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

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

Sustainable Job Growth

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

Tourism

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

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

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

Key Objectives:

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

Workforce Development and Working Families

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

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

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

Youth Employment

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

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

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

Administration

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

Brown Act

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

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

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

Civil Rights & Civic Engagement

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

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

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

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

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

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

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

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

Government Efficiency & Privacy

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

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

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

Local Government Funding and Authority

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

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

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

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

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

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

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

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

Public Records Act

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

Social, Health, and Racial Equity

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

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

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

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

Workers' Compensation

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

Health & Human Services

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

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

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

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

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

Public Health

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

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

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

Healthy Communities

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

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

Healthcare for All

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

Public Health, Health Care Coverage, Access & Integration

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

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

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

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

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

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

Key Objectives:

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

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

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

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

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

Behavioral Health

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

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

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

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

Commented [HN4]: Still applicable?

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

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

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

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

Key Objectives:

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

Public Guardians, Administrators and Conservators

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

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

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

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

Public Health and Prevention Policies: Tobacco and Cannabis

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

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

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

Early Childhood Development

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

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

Bright Beginnings Early Childhood Development Initiative

Framework & Strategy Priorities

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

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

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

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

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

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

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

Social Services

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

Promote Child Well-Being and Prevention of Child Abuse

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

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

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

Child Support Services

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

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

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

Sustain and Strengthen Safety Net & Employment Support Resources

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

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

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

Homelessness

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

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

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

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

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

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

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

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

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

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

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

Strengthen Resources for Seniors and People Living with Disability

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

Key Objectives:

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

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

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

Honor our Veterans

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

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

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

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

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

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

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

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

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

Infrastructure

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

Environmental Review

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

Water Resources

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

Energy

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

Land Preservation

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

Resilient and Sustainable Communities

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

Key Objectives:

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

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

Transportation

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

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

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

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

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

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

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

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

Key Objectives:

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

Water Resources Sustainability

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

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

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

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

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

Preserve and Enhance Water Supply

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

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

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

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

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

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

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

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

Potential Projects to Preserve and Enhance Water Supply

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

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

Key Objectives:

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

Protect Water Resources and the Environment

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

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

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

Potential Projects to Protect Water Resources and the Environment

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

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

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

Public Safety

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

Emergency Communications

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

~~**Key Objectives:**~~

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

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

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

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

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Key Objectives

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

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FEMA Disaster Assistance Cost Recovery

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

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

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

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

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

Key Objectives:

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

Emergency Preparedness, Response and Recovery

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

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

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

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

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

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

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

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

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

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

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

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

Key Objectives:

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

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

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

Support emergency management education and preparedness to underserved populations.

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

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

Wildfires

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

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

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

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

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

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

Key Objectives:

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

County Control of Emergency Medical Services

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

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

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

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

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

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

Key Objectives:

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

Juvenile Justice

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

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

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

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

Adult Pretrial Services

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

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

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

Violence Prevention

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

Gang Violence Prevention and Reduction

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

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

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

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

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

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

Key Objectives:

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

Family Violence Prevention

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

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

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

Key Objectives:

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

Post-Sentence Relief and Reintegration to Reduce Recidivism

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

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

Offenders with Mental Health Conditions

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

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

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

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

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

Key Objectives:

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

DRAFT – 3.6.26

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

10:30 A.M. - Call to Order

Call for Roll Call by the Clerk

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

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

Announcement of the Spanish Interpreter

Call for Additions and Corrections by Clerk

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

1. Welcome and Introductions (Chair Askew)

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

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

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

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

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

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

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

4. County Priority Presentations

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

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

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

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

5. Remarks by Board of Supervisors Regarding 2026 Priorities

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

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

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

7. Roundtable Discussion

8. Board Direction to Staff

9. Public Comment on Agenda Items

Adjournment

Monterey County 2026-27 Federal CPF Priorities

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

The projects recommended, in order of priority, were:

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

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

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

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

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

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

-The project is located in Congressional District 18

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

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

- The project is located in Congressional District 18.

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

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

- The project is located in Congressional District 18.

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

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MEMORANDUM

TO County of Monterey Board of Supervisors

FROM Ballard Spahr LLP

DATE January 9, 2026

RE Legislative Program: 2025 Federal Advocacy Report

Introduction

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

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

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

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

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

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

- **BOS Legislative Workshop**

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

- **Legislative Committee**

  The Ballard team provided monthly written and oral reports to the Legislative Committee on federal matters impacting the County.

<u>Summary of Legislative Advocacy</u>

- **Community Project Funding**

  In the Spring of 2025, the County submitted nine Community Project Funding/Congressionally Directed Spending requests (CPF/CDS or "earmark" requests)

to the Congressional delegation as part of the FY2026 appropriations process. Representative Lofgren championed two projects: San Lucas Clean Drinking Water and Salinas Regional Soccer Complex, which have both successfully passed out of committee. While the appropriations process is not yet complete, the San Lucas project has a draft funding level of $1,092,000 and the soccer complex has a draft funding level of $500,000. Senator Schiff also championed the San Lucas clean Drinking Water project at the $3,668,000 level, but it did not pass out of committee. Additionally, Senator Padilla championed the Nacimiento and San Antonio Dams and Reservoirs Safety Project at the full $6,000,000 level, which is still pending in committee. As of this writing, the FY2026 appropriations process is still underway and we hope for full funding, including earmarks, by the end of January when the current continuing resolution (CR) expires, although the CR may be extended.

- **Support for Federal Legislation**

In accordance with the County's Legislative Platform, the Ballard team recommended action on several pieces of federal legislation. As a result, the Board of Supervisors officially supported twenty-four pieces of federal legislation which would benefit the County and opposed one, which would be detrimental to the County if enacted. A detailed federal bill and issues track is attached for further reference.

- **Federal Budget and Funding**

The County of Monterey had several concerns related to Executive Branch action and federal funding in 2025. The Ballard lobbying team regularly helped the County communicate these concerns to the Congressional delegation. In February, in response to a memorandum from the Office of Management and Budget stating that "Federal agencies must temporarily pause all activities related to obligation or disbursement of all Federal financial assistance," the lobbying team coordinated a letter to the federal offices advocating against this action and outlining the harmful effects on the County.

In May, after discovering that the Environmental Protection Agency intended to cancel a grant to the Community Water Center for the Pajaro Sunny Mesa Water Consolidation Project, the Ballard team advocated with the federal delegation against this cancellation and continued to communicate the impact. Likewise in June, when it looked like Supplemental Nutrition Assistance Program (SNAP) benefits would be cut in budget reconciliation, the lobbying team quickly informed Representatives Lofgren and Panetta of the County's position and advocated against the bill's cost shifting provisions in advance of the House vote. Later, the Ballard team drafted and sent a letter to the delegation formalizing the County's opposition to bill provisions which would cut funding for federal safety net programs and urging the delegation to protect federal funding for programs like Medicaid, SNAP, CalFresh, TANF, and CalWORKs.

In July, the Ballard team expressed to the Congressional delegation the County's concern for protecting funding for the Migrant Education Program, which was eliminated in the President's draft FY2026 budget. And in August, the team advocated with the

Congressional delegation to urge OMB to release impounded education categorial funding. Representative Lofgren responded to these advocacy efforts, expressing her support for the programs—particularly as they impact the County of Monterey—and reiterating her commitment to advocating for this funding. She also outlined her efforts to help release the allocated education categorical funding, leading all California House Democrats to contact OMB and advocate for the release of funds.

- **FEMA Reimbursements**

In 2025, the Ballard team continued to coordinate outreach to the federal delegation regarding the appropriate communication with USACE and FEMA in order to facilitate reimbursement of expenses related to the 2023 and 2024 winter storms and Covid-19 response.

During the January and March 2023 storm events, Monterey County sustained over $80 million in damages. The successive impacts of these storms have posed immense challenges. The magnitude of impact to the County cannot be overstated. Storm impacts were spread across the entire geographical expanse of the County, resulting in widespread flooding, large scale evacuations, major road closures, destruction of residential and commercial property, massive economic impacts, and extensive infrastructure damages. Across both storm events, widespread infrastructure damages have strained local resources and necessitated the monumental task of rebuilding and restoring the County's infrastructure.

In March 2025, communication between the County and FEMA regarding the storm reimbursements had stalled. The agency had requested additional information regarding the County's procurement methods but did not respond after the County provided the material. The Ballard team coordinated contact with the federal Congressional delegation to induce FEMA's response. On August 19, 2025, the County received FEMA grants to reimburse expenses related to: Project 747876, Right of Way debris removal for the community of Pajaro, and Project 748698 the March 2023 Emergency Operations Center. The County received reimbursements of $1,201,748.53 for Debris Removal Operations and $2,929,216.18 for emergency protective measures.

In response to the Covid-19 pandemic, the County utilized contract services to participate in the Great Plates Delivered Program. The program was designed to support adults 65 years of age or older or adults 60-64 years of age who are at high risk from COVID-19, to receive healthy and nutritious meals by delivery. All work and costs in this project fell between 11/23/2020 and 7/9/2021. Total project costs are $3,060,968.00.

On April 3, 2025, FEMA announced Federal grants for the State of California. This funding included $3,060,968.00 in federal funding to Monterey County for emergency protective measures as a result of FEMA-DR-4482-CA (COVID-19 Pandemic). This funding was provided under authority of Section 403 of the Robert T. Stafford Act and total project costs were funded at a 100% federal cost share.

The Ballard team will continue to liaise between County staff and the County's Congressional delegation and facilitate the FEMA partnership as all stakeholders work toward reimbursement of the remaining projects, which are expected in the near future.

- **CRFREE**

The County secured FY2024 Community Project Funding to close a funding gap for this project. In February 2025, it was brought to our attention that Public Works, Facilities, and Parks had not been contacted by the Federal Highway Administration or the State Department of Transportation with any guidance about how to access the FY2024 funding for the CRFREE project. On February 27, 2025, the Ballard team met with Representative Panetta's staff to address concerns related to the CPF awarded for CRFREE, and to obtain additional information about the reimbursement requirements.

On March 13, 2025, Caltrans reached out to County staff and requested that the County complete and submit a specific form so that Caltrans can distribute the funds to the County for the CRFREE Project. On July 16, 2025, the Ballard team confirmed that the County received a $1,000,000 grant from Caltrans. Then, in September 2025, PWFP staff confirmed that FEMA was working to release funds, currently processing a Finding of No Significant Impact. However, due to federal funding cuts, the agency is reportedly operating at about half its normal speed. Despite the slowdown, the process is still moving forward as anticipated.

The Ballard team will continue to monitor the status of federal funding and work with the federal delegation through any roadblocks to access funding.

- **Roads and Highways**

In June, PWFP informed us that it was applying to the Department of Defense, Defense Community Infrastructure Program for funding for the Jolon Road Safety Improvement Project. To support and strengthen the application, the Ballard team reached out to all four offices in the federal delegation to obtain letters of support for the project. We successfully secured letters from all four Congressional offices.

Similarly, in September, PWFP reached out about an application to the CalOES/FEMA Hazard Mitigation Grant Program for the Scenic Road Protection Project. Given that the project site is in Representative Panetta's district, the Ballard team again strengthened the application by obtaining a support letter from Representative Panetta for the County to submit along with its application.

Finally, Representative Lofgren was in County in late November and received a presentation from PWFP on updates for projects which she has previously supported along with a brief on other project priorities. Representative Lofgren took particular interest in the Nacimiento-Fergusen Road and Jolon Road improvement projects. The Ballard team is following up with Representative Lofgren's office to explore potential funding solutions for these projects.

- **National Outer Continental Shelf Oil and Gas Leasing Program**

The U.S. Department of the Interior began developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program in 2025 to be implemented by October 2026. The County is a longtime opponent to offshore oil and gas drilling, and the Ballard team helped the County of Monterey take multiple avenues to communicate its stance to stakeholders in the federal government.

The County is concerned with both the environmental and economic impacts of the program after a 2021 a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. In addition, the County's economy relies on a healthy coast for its tourism, recreation, fisheries, deepwater port commerce, and Department of Defense infrastructure. According to the National Oceanic and Atmospheric Administration (NOAA), California's marine economy alone accounted for $51.3 billion in GDP and $26.7 billion in wages in 2021. The economic well-being of these sectors is dependent upon a healthy and clean coastline. Further industrialization off California's Central Coast will inevitably pollute beaches, spelling disaster for California's economy and detrimentally impacting the rest of the country, which relies on California as an economic engine.

Given the importance of maintaining its coastline to the County, the Ballard team suggested that the County of Monterey support two pieces of federal legislation: the Central Coast of California Conservation Act and The Outer Continental Shelf Lands Act. The County submitted a letter supporting the Central Coast of California Conservation Act which would prohibit oil and gas leasing off the Central California Planning Area. The County also supported The Outer Continental Shelf Lands Act which would permanently prohibit oil and gas exploration, development, and production on the outer Continental Shelf off the coast of California, Oregon, and Washington.

In addition to letters regarding pending legislation, the Ballard team drafted comment letters on behalf of the County of Monterey to submit directly to the U.S. Department of the Interior, Bureau of Ocean Energy Management opposing the 11th National Outer Continental Shelf Oil and Gas Leasing Program. The Ballard team first submitted a comment letter on August 14, 2025, in opposition to the proposed program. Then when the Department of the Interior released a draft program, on behalf of the County, the Ballard team drafted and submitted a comment letter in opposition to reiterate the County's position. The Ballard team will continue tracking the developments related to the development of the Oil and Gas Leasing Program and update the County at each step.

<u>Outlook for 2026</u>

The focus of 2026 will be the mid-term elections in November. With the sudden death of Representative Doug LaMalfa (R-CA) and the resignation of Marjorie Taylor Greene (R-GA), the slim Republication majority in the House recently shrunk to 218-213. Historically,

mid-term elections favor the party which is not in power, and early opinion polls show voters favoring Democratic candidates. But, given the slim margins and substantial time until Election Day, either party may win the House majority, effective in 2027. For 2026, Representative Mike Johnson and Senator John Thune will retain their roles as House Speaker and Senate Majority Leader, respectively. House Minority Leader Hakeem Jeffries and Senate Minority Leader Chuck Schumer will also retain their current roles in the Second Session of the 119th Congress.

As for the County's federal Congressional delegation, Representative Jimmy Panetta will continue to serve on the House Committee on Ways and Means and the House Committee on the Budget. He will also continue to serve as the Chief Deputy Whip for House Democrats. Representative Zoe Lofgran will continue to serve as Ranking Member of the House Science, Space, and Technology Committee, which has jurisdiction over much of the non-defense Federal research and development portfolio, including programs at DOE, EPA, NASA, and NOAA. She will also serve on the House Committee on the Judiciary (including the Subcommittee on Immigration and Citizenship; Subcommittee on Courts, Intellectual Property, and the Internet; and Antitrust, Commercial, and Administrative Law).

Senator Padilla will continue to serve as Ranking Member on the Committee on Rules & Administration. He will also serve on the Senate Committee on The Judiciary (including the Subcommittee on Immigration, Citizenship, and Border Safety); the Committee on The Budget; the Committee on Environment and Public Works; and the Committee on Energy and Natural Resources. Senator Schiff also serves on the Senate Committee on the Judiciary and three Subcommittees including: Intellectual Property; The Constitution, Privacy, Technology, and the Law; and Antitrust, Competition Policy and Consumer Rights. Senator Schiff will also continue serving on the Committee on Environment & Public Works, the Committee on Agriculture, Nutrition & Forestry, and the Committee on Small Business & Entrepreneurship.

While the 2026 midterms will certainly influence the political landscape, we are hopeful that the existing federal legislature will find enough common ground to pass the remaining appropriations bills by the end of this month and early into 2026. Right now, there is a good chance that these bills will include the draft funding levels for the two Monterey CPF projects. We remain hopeful that the third project will receive an allocation in the Senate. The House passed three additional appropriations bills on January 8, 2026, which will now advance to the Senate for action, and appropriators are giving early indications that the remaining bills may pass before the continuing resolution (CR) expires on January 30, 2026. That said, if any of the remaining appropriations bills are not enacted prior to the expiration of the CR, Congress must pass another CR to keep the federal government fully open after January 30th. While Congress is focused on FY2026 funding, the Ballard team is currently preparing projects to submit in the FY2027 earmark process, which we expect to proceed as it has in previous years.

Finally, of key concern for the County, and the subject of most advocacy above, are the continued executive actions and policies that are proposed and that have been implemented

under the Trump Administration. We understand that Executive Orders (EOs), altered federal funding parameters, and agency action have been the subject of dynamic discussion at Legislative Committee meetings and within the Board of Supervisors. These concerns have also been echoed by County staff in every department. We want to reiterate our commitment to advocating on behalf of the County to the Congressional delegation to ensure there is partnership to reflect the County's priorities. We are also committed to advocating for the County's interests and values to other stakeholders in the federal government, such as through submitting comment letters, when appropriate. In speaking with the Board of Supervisors and the County's Department Heads, we have been provided with clear guidance of the County's priories as outlined within the Legislative Platform. The Ballard Spahr team will continue to monitor and provide counsel to the County on any Congressional and Executive action, which is misaligned with the County's values, as well as on other priorities as directed in its Legislative Platform.

Attachment(s):

Federal Bill/Issues Track

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Legislative Program: 2025 Annual Report

DATE: January 26, 2026

I. Introduction

Nossaman LLP is honored to represent the County of Monterey before the State Legislature, and advocate on priority issues outlined in the County's Legislative Program. We look forward to continuing our success and work together, in partnership with the County, as we enter into what is sure to be another interesting and demanding legislative year.

II. Summary of Legislative Advocacy Actions in 2025

Nossaman collaborated with the County on the following legislative advocacy actions:

- **Monterey County's 2025 Legislative Advocacy Fast Facts:**
  - Reviewed 2,250 bills for potential impacts to the County.
  - Drafted 85 position letters and/or memos on proposed legislation; over double the letters from 2024.
  - Supported 25 bills.
  - Opposed 8 bills.
  - Advocated on 12 state budget proposals and/or other policy issues outside of specific legislation.

- **State Budget Funding Request:** Nossaman worked with the County to ensure our Legislative Delegation was aware of our local funding needs. submittal of budget proposals for the 14th Senate District. The Board of Supervisors agreed to prioritize a clean drinking water project for the community of San Lucas, should there be an opportunity for State Budget funding. The final enacted budget included $4 million for a clean drinking water solution for the community.

- **Other State Budget and Policy Issues:** Nossaman kept the County updated on all relevant state budget proposals throughout the year, including the Governor's January proposal, the May Revise, and the Legislature's negotiation with the Governor and Administration on the final enacted budget. We worked with the County on the following state budget proposals or other policy issues, outside of advocating on specific legislation.

Subject	Description	Action
MISCELLANEOUS		
San Lucas February 2025 Engineering Report	Comment letter from Board of Supervisors supporting Alternative 4 – Wellhead Treatment with New Well Drilling,	3/20/25 letter to the Division of Drinking Water

Subject	Description	Action
	specifically with Sub-Alternative B – Physical and/or Managerial Consolidation with Cal Water.	
CPUC: Battery Energy Storage System (BESS) Facilities Safety	Letter to CPUC to raise concerns about the safety and regulatory oversight of battery energy storage system (BESS) facilities in California.	5/7/25 letter to CPUC and cc'd to County State and Federal delegation.
AB 1439 Implementation Letter to CTCAC	Letter to CTCAC expressing support for the timely and effective implementation of AB 1439.	8/15/25 letter to CTCAC State Treasurer Fiona Ma and cc'd to County state delegation.
STATE BUDGET		
Budget Funding to Defend California Values.	County of Monterey Board of Supervisors letter supporting funding for any and all efforts to allocate state budget funding toward legal fees necessary to defend California against any threat from the incoming Trump Administration on immigration, abortion access, civil rights, and climate change.	12/5/24 letter to Governor Newsom, Senator Laird, Assembly Speaker Rivas Assemblymember Addis, Senator Scott Weiner, Assemblymember Jesse Gabriel, Senate Budget Committee, Assembly Budget Committee.
Budget Funding SB 72 (Caballero) California Water Plan Budget Request	County of Monterey Board of Supervisors letter supporting the Budget allocation of $6.8 million in ongoing funds for 5 years, and $3.4 million ongoing for the Department of Water Resources (DWR) to update and modernize the California Water Plan and develop long-term targets for the state's future water supply, in support of SB 72.	2/10/25 letter to Senators Weiner and Allen and Assemblymembers Gabriel and Bennett along with County delegation, CSAC and RCRC.
Budget CDPH: Future of Public Health & myCAvax	County of Monterey Board of Supervisors letter supporting the California State Association of Counties' (CSAC) request that the Legislature provide $44 million ongoing in the General Fund for the California Department of Public Health (CDPH) California Vaccine Management System, also known as myCAvax.	3/12/25 letter to Senator Weber and Assemblymember Addis.
Budget CalWORKS	Letter from CAO of County of Monterey requesting support for a one-time investment of $245 million for county administration of the CalWORKS program to address critical and persistent underfunding of the program.	4/7/25 letter sent to members of Senate and Assembly Budget Subcommittees on Health, with copies to County delegation, RCRC, CSAC, CWDA.
Budget	Letter from CAO of County of Monterey requesting that the budget methodology for county administration of the In-Home	4/7/25 letter sent to members of Senate and Assembly Budget Subcommittees on Health, with

Subject	Description	Action
In-Home Support Services (IHSS)	Support Services (IHSS) program be updated at the May Revision to address longstanding underfunding.	copies to County delegation, RCRC, CSAC, CWDA.
Budget **Support of 211 Services in the 2025-26 Budget**	County of Monterey Board of Supervisors' letter supporting $20 million in one-time State General Funds to strengthen critical 211 services and access to essential resources for Californians in need.	5/13/25 letter to Governor Newsom, Senator Wiener, Senator Weber Pierson, Assemblymember Jackson, Assemblymember Gabriel, CSAC and RCRC.
Budget **2025-26 Budget Priorities**	Letter to Governor detailing County of Monterey's Fiscal Year (FY) 2025–26 budget priorities, and in response to the May Revision and the projected effects on programs and services, warrant the following appropriations and inclusion in the 2025 Budget Act	6/4/25 letter to Governor Newsom.
Budget **CalFresh Budget Investments Needed to Mitigate Dire Impacts from H.R. 1**	County of Monterey Board of Supervisors letter urging immediate action in response to the damaging federal changes enacted under House Resolution 1 (H.R. 1) to the Supplemental Nutrition Assistance Program (SNAP, also known as CalFresh in California).	8/29/25 letter to Assembly and Senate Budget Committee Chairs and Vice Chairs.
Budget	County of Monterey Board of Supervisors letter urging support on SB 144 a new Budget Bill re California Vaccine Recommendations.	8/10/25 letter to Governor, Senator Wiener and Speaker Rober Rivas.

- **Positions on Legislation:** The County took 33 positions on bills in 2025. Nossaman worked with the County to draft position letters and memos based on feedback from county departments, worked with statewide organizations in coalitions where relevant, coordinated meetings with Members and staff to relay our positions, and testified in all policy and fiscal committee hearing as bills we had position on were being heard.

- **Other Advocacy Efforts:**

    - **Immigration Rights Ad Hoc Committee:** With Supervisors Alejo and Lopez' leadership, the Immigration Rights Ad Hoc Committee continued the County of Monterey's longstanding priority to protecting immigration rights. Nossaman continued to monitor legislation and policy that support the County's efforts.

    - **Special Session:** In response to the Los Angeles County wildfires, the Governor swiftly opened his special session focused on "Protecting California Values from the Trump Administration," to include wildfire recovery. The Legislature passed, and the Governor signed a $2.5 billion package for wildfire recovery in January 2025. The Legislature also passed two budget bills in the Special Session related to defending California values, that the County supported and the

Governor signed, that funded litigation expenses for the California Department of Justice against the Trump Administration.

- **Proposition 4 Hearings and Advocacy**: The County supported Proposition 4, the Climate Bond, and were engaged and monitored all related legislative hearings about the rollout of those funds. We reported back all relevant information to the County and suggested and implemented advocacy strategies to support funding being allocated as quickly as possible.

- **May Revise Letter:** Once the May revision was released, Nossaman worked with the County to submit a letter to the Governor detailing our budget priorities, including:
  - Request for funding allocations for Homeless Housing, Assistance, and Prevention (HHAP) programs;
  - Request for dedicated funding for Proposition 36;
  - Support for the May Revise' myCAvax allocations;
  - Providing In-Home Supportive Services (IHSS) - Administrative Rebase Funding;
  - Funding request for 2-1-1 Services; and
  - Funding request for Medi-Cal, SNAP, CalWORKs, and other vital social welfare programs.

- **California State Association of Counties (CSAC) Letter – Victims of Crime Act (VOCA):** With ongoing instability in federal funding, the future of services funded by the Victims of Crime Act (VOCA) remains uncertain. CSAC has asked the County of Monterey to sign onto a coalition letter to the governor and key State Legislators requesting $97 million in one-time funding to bridge the gap in federal funding for victim services and prevent the catastrophic impact that decreased federal funding will have on survivors of crime.

- **Dam Safety Coalition Update:** Nossaman continued to participate as an active member of this coalition on behalf of the County. The County and WRA signed on to urge the Administration and Legislature to allocate dam safety funding in Proposition 4, in the 2025-26 fiscal year.

- **Engagement with County Board of Supervisors and Staff:** Nossaman met with each Member of the Board of Supervisors to ensure our legislative program reflects the Board's vision. Nossaman met regularly with County staff in varies Departments to provide updates on state legislation and our advocacy efforts.

- **Engagement with CSAC and RCRC:** Nossaman attended weekly legislative meetings with CSAC and other county advocates. In these meetings, we discussed the most important issues facing counties and coordinate strategy for supporting, opposing or amending legislation or budget proposals. Nossaman also kept in communication with RCRC staff regarding their legislative priorities on rural county related issues.

- **Engagement with Legislative Delegation and Staff:** Nossaman met with the County's legislative delegation and/or staff regularly to discuss legislative proposals and positions, budget requests and issues, and priority projects within the County. Additionally, Nossaman assisted the County coordinating topics for discussion at the annual Legislative Workshop.

- **Governor Newsom's Actions and Executive Orders:** Nossaman kept the County informed of anticipated or signed actions and/or executive orders that the Governor and Administration put forth that impacted the County.

III. Looking Ahead in 2026

While the Legislature and Administration accomplished some significant policy and fiscal goals in 2025, Sacramento will be as busy as ever in the coming year with several anticipated hot policy topics. The 2026 legislative session reconvened on January 5, 2026.

As California enters 2026, state leaders are expected to confront a challenging policy agenda impacted by fiscal constraints, climate imperatives, and persistent affordability pressures. With the Governor and Legislature navigating a post-surplus budget environment, debates will center on how to sustain critical public investments while addressing slowing revenues, rising program costs, and growing demands on state and local governments. Counties will continue to play a central role in implementing state priorities, particularly in health and human services, housing, transportation, and climate resilience.

Fiscal policy will be a dominant theme in 2026. Members are likely to revisit long-term budget sustainability, including the structure of ongoing programs funded during prior surplus years, the balance between one-time and ongoing expenditures, and the growing cost pressures associated with Medi-Cal, homelessness programs, and behavioral health reforms. Pension obligations, infrastructure backlogs, and the impact of economic volatility on state revenues will further shape negotiations between the Governor and Legislature.

Housing and homelessness remain at the forefront of the state's policy agenda. In 2026, the Legislature is expected to continue debating strategies to accelerate housing production, refine accountability frameworks for local governments, and expand behavioral health and supportive housing models. Counties will be closely involved as the state evaluates the effectiveness of recent housing laws, homelessness funding programs, and the implementation of major reforms such as CARE Court and Proposition 1–related investments in behavioral health infrastructure.

Climate, energy, and transportation policy will also be hot topics. The state is expected to advance discussions around meeting aggressive greenhouse gas reduction targets, strengthening climate adaptation and wildfire resilience, and modernizing transportation systems. This includes continued debate over funding for transit, roads, and zero-emission vehicle infrastructure, as well as the implications of state climate mandates for rural, coastal, and agricultural communities.

NOSSAMAN LLP | Memorandum

TO: Monterey County Board of Supervisors

FROM: Ashley S. Walker, Senior Policy Advisor

RE: Strategic Grant Services Program: 2025 Annual Report

DATE: January 27, 2026

I. Introduction

The Strategic Grants Services Program (SGSP) was created by the Board of Supervisors in recognition of the need to concentrate funding efforts on the County's highest priority needs and projects. Nossaman began working with County's CAO-Intergovernmental & Legislative Affairs Division (IGLA) in September 2014 on the new program to enhance the County's success at securing grant funding. Nossaman works in close collaboration with the IGLA office to align our efforts with the County's Legislative Program.

Projects that Nossaman has/or will work on is based on the following criteria:

- Alignment with the Board's Strategic Initiatives & Milestones.
- Alignment with the Board's Legislative Priorities.
- Need for support from the County Department overseeing the project.
- Availability of grant funding.
- Ability to meet grant requirements.
- Grant matching fund requirements.
- Analysis of the ability to develop a competitive grant application.

Nossaman engages on a regular basis with County Departments to provide feedback and suggest strategies regarding funding needs for priority projects. Often times this preparation work sets up projects for future funding opportunities, such as upcoming bond programs.

II. Summary of Accomplishments in 2025

The SGSP has been a very successful partnership between the County and Nossaman over the years. A summary of our accomplishments in 2025 include:

- **Total Grant and Funding Secured since September 2014:** Worked with County Departments to secure a total of **$74,117,446** for high priority projects.

- **Total Funding Secured in 2025: $4 million** for a clean drinking water solution in the community of San Lucas.

- **Total Pending Grant and State Funding in 2025:** Worked with County Departments to submit and/or gather support for pending grant applications totaling **$32,294,618.**

- **Alerts:** Nossaman and the IGLA office alerted varies county department of varies funding opportunities on 38 occasions, that may be of interest to those departments and nonprofit

partners on topics such as homelessness, water, climate adaptation, public health, affordable housing, parks, and public safety.

- **Grant Application Support Letters: Coordinated** securing 8 grant application support letters for varies projects benefiting the County.

- **Funding Needs:** Consulted with all department heads and Supervisors to collect updated information on critical unfunded projects within the County.

- **Strategic Grant Services Program Work Plan:** Under the guidance of the Board's Legislative Committee and in collaboration with departments, we developed a work plan for calendar year 2025.

III. Strategic Advice and Funding Related Assistance Provided on Projects

Nossaman regularly assists with on-going County projects in need of funding and provides research on grant opportunities at the request of Supervisors and/or Department heads. These efforts don't necessarily result in the immediate submission of a grant application, but rather lay the groundwork for future funding opportunities. Below is an outline of the projects we worked on in 2025.

- **San Lucas Drinking Water Project:** Nossaman submitted this project to the County's entire Legislative Delegation should there be an opportunity for a "member request" process in the state budget and secured $4 million in the State Budget. Additionally, we evaluated and identified Proposition 4 funding programs that would be a good fit for this project. Finally, we worked with the County to submit public comment to the State Water Resources Control Board, a support letter for Alternative 4 – Wellhead Treatment with New Well Drilling, specifically with Sub-Alternative B – Physical and/or Managerial Consolidation with Cal Water, in the final and most recent engineer report.

- **Carmel River Floodplain Restoration and Environmental Enhancement Project (CRFREE):** The County needed an extension on grant secured through the Department of Water Resources Coastal Watershed Flood Risk Reduction Grant Program. We worked with the County's HCD Department to identify what steps need to be taken to extend the grant agreement and retain the funding for this project.

- **RAISE Grant Proposal for Davis Road Widening and Bridge Replacement Project:** The County is applying for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program funding for the Davis Road Bridge Replacement and Road Widening Project. The application due date is at the end of January. Nossaman is assisted in gathering letters of support from the County's legislative delegation.

- **Proposition 4:** Proposition 4 - Authorizes Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks, was approved by the voters in November. Nossaman has evaluated the funding opportunities in the Bond that the County could potentially benefit from, and advocated funds be allocated in the FY 2025-26 fiscal year. Nossaman participated in the Natural Resources Agency Proposition 4 briefing.

- **Wildfire Funding**: Nossaman participated in a Coastal Conservancy webinar to learn more about the Coastal Conservancy's wildfire resilience program and how to apply for wildfire resilience (2024 Climate Bond) funding recently appropriated to the Conservancy under Proposition 4.

- **California Public Utilities Commission Hearing - Last Mile Federal Funding Account Applications:** Nossaman participated in the CPUC hearing and testified requesting that the Commission award Monterey County FFA Last Mile program funds to Golden State Connect Authority in Round 1.

- **Congressional Funding Requests – Letters of Support:** The County submitted several applications to its federal delegation for congressionally directed funding. Nossaman secured letters of support for these projects from the County's state legislative delegation.
    - San Lucas Clean Drinking Water
    - Nacimiento and San Antonio Dams and Reservoirs Safety Projects
    - Salinas Skate Park and BMX Pump Track
    - Salinas Regional Soccer Complex
    - County Parks Outdoor Education and Environmental Stewardship Project
    - County Parks Outdoor Accessible and Inclusive Fitness Project
    - Nacimiento Lake Drive Repaving Project
    - Homeless Encampment Resolution - Reclamation Ditch Restoration

- **County Department Meetings:** Nossaman sent out several potential funding opportunities to many County Departments. Nossaman focused on grants that had little-to-no matching requirements, and that pair well with projects on the grants need inventory. Additionally, Nossaman met with several Departments to discuss priority projects in need of funding, and potential grant programs that may be a good fit to pursue.

IV. Upcoming Grant Opportunities in 2026

There are several upcoming grant opportunities we have identified that align with County priorities and projects. Some of these programs are outlined in our SGSP 2025 Work Plan. Examples of upcoming opportunities include, but are not limited to:

- **Active Transportation Program (ATP):** Bike and pedestrian improvements, connectivity improvements.

- **Affordable Housing and Sustainable Communities Program (AHSC):** Affordable housing related infrastructure, sustainable transportation infrastructure.

- **CAL FIRE Wildfire Prevention and Forest Health Grants:** Wildfire Prevention Grants Program seeks to award local projects in and near fire threatened communities that focus on increasing the protection of people, structures, and communities. Forest Health Grant Program will award funding for landscape scale forest restoration projects that restore forest resilience to catastrophic disturbance.

- **California Clean Water State Revolving Fund:** Projects that address violations of waste discharge requirements or National Pollutant Discharge Elimination System (NPDES) permits, and projects that connect previously unsewered areas or join communities to regionalize wastewater treatment. To encourage the regionalization of wastewater service, receiving systems may be eligible for a maximum of $10 million in 0% interest rate financing per consolidated community/wastewater system for planning or construction of an Incentive Project.

- **California Drinking Water State Revolving Fund:** Assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve or maintain compliance with Safe Drinking Water Act (SDWA) requirements.

- **Dam Safety and Enhancements Program:** The Dam Safety and Climate Resilience Local Assistance Program (DSCR) provides State funding for repairs, rehabilitation, enhancements, and other dam safety projects at existing State jurisdictional dams and associated facilities.

- **Habitat Conservation Fund:** Eligible projects include nature interpretation programs to bring urban residents into park and wildlife areas, protection of various plant and animal species, and acquisition and development of wildlife corridors and trails.

- **Hazard Mitigation Assistance Grant:** This opportunity provides funding for communities to implement mitigation activities to reduce risk to life and property from natural hazards. In CA, natural hazards include wildfire, earthquake, drought, extreme weather, flooding, and other impacts of climate change. HMGP funding can also support the development of Local Hazard Mitigation Plans (LHMP) and project scoping activities.

- **Local Housing Trust Fund:** Provides matching funds for entities that set aside funding in a trust fund for affordable housing.

- **Outdoor Equity Grant Program:** OEP will increase the ability of residents in low-income communities to participate in outdoor experiences at state parks and other public lands by funding program operation and transportation costs. OEP encourages applicants to establish a home base in an underserved community as the hub for local activities and trips to natural areas. OEP empowers youth and families through outdoor leadership education, career pathways, and access to nature.

- **Proposition 4:** Authorizes $10 billion in Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks.

- **Strategic Partnerships Transit:** Strategic Partnerships Grants are available on an annual basis and through a competitive application process. Grants are for multimodal transportation planning activities such as planning for regional and interregional public transit.

- **Tire-Derived Aggregate Grant Program:** This competitive tire grant program provides opportunities to divert waste tires from landfills, prevent illegal tire dumping, and promote markets for recycled-content tire products.



2026 Legislative Program

2026 Strategic Grant Services Program

COUNTY OF MONTEREY
BOARD OF SUPERVISORS

JANUARY 27, 2026

Recommended Actions

a. Consider recommendations from the Legislative Committee to adopt the 2026 Legislative Program, approve the 2026 Legislative Workshop Agenda, authorize the development and submission of potential State Budget and Federal Appropriation requests, and approve the 2026 Strategic Grant Services Program.

b. Receive an annual report from Ballard Spahr LLP, on federal legislative advocacy;

c. Receive an annual report from Nossaman LLP, on state legislative advocacy;

d. Receive an annual report from Nossaman LLP, on grant activities; and

e. Provide direction to staff.

Legislative Program

- Monterey County has a long standing and successful Legislative Program which ensures that County interests in State and Federal legislative, budgetary, and other policy decision-making are well represented, and to keep County leaders apprised on evolving state and federal initiatives impacting the County and its residents.
- The Legislative Program is a 2-year program which aligns with the 2-year cycles of the State and Federal legislatures *(We are in year 2 of the cycle)*
- The Legislative program is developed under the direction of the Board's Legislative Committee in collaboration with Board Members and County Departments.
- Once adopted by the Board of Supervisors, the Legislative Program provides authority to advocate in support or defense of issues, enabling actions to be taken quickly to protect or defend the County's interests in Sacramento and Washington D.C.

Monterey County 2026 Policy Priorities

Protecting Monterey County Values

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

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

Monterey County 2026 Policy Project Priorities

San Lucas Clean Drinking Water

Support legislation and budget proposals that create new or expands existing sources of funding for a long-term project that provides a reliable source of clean drinking water to the small, disadvantaged community of San Lucas.

Nacimiento and San Antonio Dams and Reservoirs Safety Projects

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

Monterey County 2026 Policy Priorities

County “Safety” Projects

For the upcoming year, the CAO recommends prioritizing various projects and issues that directly impact public safety. This includes projects such as improvements to Nacimiento Lake Drive, Reclamation Ditch Restoration, Scenic Road Protective Structure Project, projects subject to FEMA funding, etc. All these projects are outlined in the Legislative Platform.

Mitigate Impacts of H.R. 1 to Healthcare Systems

The implementation of H.R. 1 requires significant changes to critical healthcare safety net programs such as Medi-Cal and CalFresh. It also reduces federal contributions for program administration and emergency services. Without additional resources, Monterey County could be forced to drastically cut and eliminate programs and services, impacting the entire healthcare system and social services safety nets.

Strategic Collaboration
2026 Policy Priorities

California State Association of Counties

Rural County Representatives of California

National Association of Counties

2026
Legislative Workshop

March 6, 2026
10:30 am-12:00 pm

Government Center
Board Chambers –
and via Zoom

Objective:
Discuss legislative, budgetary and other issues of mutual concern with the County's state and federal legislative delegation.

AGENDA

Welcome and Introductions by Board Chair

- Review of Agenda and Objectives by Legislative Committee Chair
- State of the County by CAO
- Monterey County 2026 Policy Priorities
- Remarks by State and Federal Legislators on their 2026 Priorities
- Remarks by Monterey County Board of Supervisors Regarding 2026 Priorities
- Roundtable Discussion
- Public Comment on Agenda Items
- Board Direction to Staff

Adjournment

State Budget/Federal Funding Recommended Projects

Project/Issue	State Legislative Advocacy	State Budget Request	Federal Legislative Advocacy	Federal CPF Request	2025-26 Grant Work Plan
San Lucas Clean Drinking Water	X	1	X	1	X
Nacimiento and San Antonio Dams/Reservoirs Safety Projects	X	2	X	2	X
FEMA Reimbursements	X		X		
Monterey County Veterans Home	X		X		
Immigration			X		
Skate and Bike Park				7	X
Salinas Regional Soccer Complex				4	X
NEW Parks Funding for Castroville, Chualar and/or San Ardo (Prop 4)					X
NEW Scenic Road Protective Structure Project (SRPS)		3	X		X
Nacimiento Lake Drive Repaving Project				6	
Reclamation Ditch Restoration				3	
Water Sustainability and Drought Related Projects					X
Road, Bike and Pedestrian Infrastructure Improvements					X
Porter-Vallejo & Mansion Historical Restoration Project				5	X
Carmel Lagoon Adaptive Management					X
Salinas River Operations Habitat Conservation Plan					X
Broadway Family Connection Project					X

2026 Strategic Grant Services Program

- The Strategic Grant Services Program works with County departments to identify grant opportunities and provide strategic expertise to craft competitive grant applications.
- Following Board approval, the program operates under the direction of the Legislative Committee and works closely with the Legislative Program to develop funding opportunities.
- The program has a limited workload capacity of 10-15 grants per year, varying depending on their complexity, focusing on funding needs that:
  - Align with Board Strategic Initiatives and Legislative Priorities;
  - Have an available funding source (opportunity & timing);
  - Are able to meet the grant requirements; and
  - Are able to put forth a competitive application.
- Flexible to adjust to changing priorities and opportunities. This is a “living document.”

Strategic Grant Services Program

Developed in a consultation with County departments, identifies priority projects and potential grant programs the County expects to focus on in 2026.

- San Lucas Clean Drinking Water
- Nacimiento and San Antonio Dams and Reservoirs Safety Projects
- Carmel Lagoon Adaptive Management
- Water Sustainability and Drought Related Projects
- Road, Bicycle and Pedestrian Infrastructure Improvements
- County Park Facilities
- Salinas River Operations Habitat Conservation Plan
- Broadway Family Connection Project

Annual Reports

The annual reports provided by the County's federal and state legislative advocates and grant consultant highlight County activities undertaken in 2025.

The presentations will focus on anticipated major issues or projects for 2026.

Reports will be provided by:

Maria Tripplaar, Ballard Spahr LLP – Federal Legislative Advocate – **EXHIBIT G**

Ashley Walker, Nossaman LLP – State Legislative Advocate and Grant Consultant – **EXHIBITS H & I**

Thank You

Board of Supervisors

Legislative Committee

County Department Heads & Staff

Maria Tripplaar, Ballard Spahr LLP
Katlyn Koegel, Ballard Spahr LLP

Ashley Walker, Nossaman LLP

CAO-IGLA Team

Introduced: 1/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a report from the Sheriff's Office related to U.S. Immigration and Customs Enforcement's (ICE) access to Incarcerated Persons in the Monterey County Jail; and
b. Receive and consider public comment

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Receive a report from the Sheriff's Office related to U.S. Immigration and Customs Enforcement's (ICE) access to Incarcerated Persons in the Monterey County Jail; and
b. Receive and consider public comment.

SUMMARY:

The Monterey County Sheriff's Office increased its restriction of ICE Agents access to Incarcerated Persons in the Monterey County Jail beginning January 1, 2018. This was done in accordance with Senate Bill 54 (SB 54) - California Values Act (Act). ICE Agents retain access to Incarcerated Persons under certain criteria set forth in the Act. The following is a summary of the Monterey County Sheriff's Office interaction with ICE.

DISCUSSION:

Assembly Bill 2792 (AB 2792), the Truth Act was signed into law in 2016, operative January 1, 2017. The Truth Act requires a local law enforcement agency to provide Incarcerated Persons with the following: a written consent form prior to an interview with ICE, copies of any ICE information request as to whether the agency will comply with ICE requests, and copies of any information the agency shares with ICE. The Truth Act also requires the local governing body of any county, city, or city and county in which a local law enforcement agency has provided ICE access to an individual during the last year, to hold at least one public community forum during the following year. The purpose of the forum is to provide information to the public about ICE's access to Incarcerated Persons and to receive and consider public comment.

Beginning in 2017, ICE had restricted access to Incarcerated Persons in the Monterey County Jail. Pursuant to Government Code Section 7283(d), "ICE access" means, for the purposes of civil immigration enforcement, including when an individual is stopped with or without their consent, arrested, detained, or otherwise under the control of the local law enforcement agency, all the following:

1. Responding to an ICE hold, notification, or transfer request.
2. Providing notification to ICE in advance of the public that an individual is being or will be released at a certain date and time through data sharing or otherwise.

3. Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
4. Allowing ICE to interview an individual.
5. Providing ICE information regarding dates and times of probation or parole check-ins.

Senate Bill 54 (SB 54), the California Values Act, related to law enforcement data sharing, was signed into law on October 5, 2017, and became operative January 1, 2018. This prohibited sharing of non-public information with ICE or cooperating with ICE except under limited circumstances. SB 54 dramatically restricted communication with ICE to share information regarding Incarcerated Persons information and Incarcerated Persons release dates.

Adhering to California law noted in SB 54, the jail will only respond to notification requests for Incarcerated Persons with qualifying charges or convictions. When an Incarcerated Persons is booked, and ICE has an interest in accessing the inmate; ICE must provide qualifying charge / conviction information to the jail. The jail will verify the criminal history information, validate the conviction to the SB 54 exceptions list, and determine if the law allows information sharing with ICE. If the charge and timelines are valid, the jail will share outdate information with ICE.

For the 2025 calendar year, the Monterey County Jail released 21 Incarcerated Persons into ICE custody. The table below associates the qualifying charges and the number of incarcerated persons transferred to ICE custody pursuant to California law:

1 - PC 311.11(a) / Possession of Child Pornography
3 - HS 11378 / Possession of Methamphetamine for Sale
2 - PC 273.5(a) / Domestic Violence
3 - VC 23153(b) / DUI Causing Injury
1 - PC 422 / Criminal Threats
2 - PC 422 / Criminal Threats (Misdemeanor)
1 - PC 25400 / Carrying a Concealed Firearm
1 - PC 459 / Burglary
1 - PC 186.22 / Criminal Street Gang Activity
2 - PC 236 / False Imprisonment
2 - PC 211 / Robbery
1 - PC 245(a)(1) / Assault with a Deadly Weapon
1 - PC 594(b)(1) / Vandalism

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this report.

FINANCING:
There is no fiscal impact from receipt of this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives
_ Economic Development

_ Administration
_ Health & Human Services
_ Infrastructure
X Public Safety

Prepared by: Tim Lanquist, Chief Deputy, Ext. #3887
Reviewed by: Keith Boyd, Undersheriff, Ext. #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext. #3750

Attachments:
Board Report
MCSO Lexipol Policy 524_SB54

Introduced: 1/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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1. Responding to an ICE hold, notification, or transfer request.
2. Providing notification to ICE in advance of the public that an individual is being or will be

released at a certain date and time through data sharing or otherwise.

3. Providing ICE non-publicly available information regarding release dates, home addresses, or work addresses, whether through computer databases, jail logs, or otherwise.
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1 - PC 245(a)(1) / Assault with a Deadly Weapon
1 - PC 594(b)(1) / Vandalism

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this report.

FINANCING:
There is no fiscal impact from receipt of this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check to the related Board of Supervisors Strategic Initiatives

_ Economic Development
_ Administration
_ Health & Human Services
_ Infrastructure
X Public Safety

Prepared by: Tim Lanquist, Chief Deputy, Ext. #3887
Reviewed by: Keith Boyd, Undersheriff, Ext. #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext. #3750

Attachments:
Board Report
MCSO Lexipol Policy 524_SB54

The California Values Act (S54)

524.1 PURPOSE

To provide staff with guidelines on their duties and responsibilities associated with the California Values Act, SB54.In summary, this law, restricts communications between a local law enforcement agency and Immigration Customs Enforcement (ICE).It limits inmate transfers to ICE in some cases, and expressly prohibits transfers for certain crimes.

524.2 POLICY

The Monterey County Sheriff's Office will follow the provisions of the California Values Act. The Sheriff's Office will only honor ICE Notification Requests as allowable under state law.

Under no circumstances shall a person be contacted, detained, arrested, or have their custody time extended by agency members based solely on his/her immigration status whether known or unknown. transfers to ICE in some cases, and expressly prohibits transfers for certain crimes.

524.3 ICE ACCESS

A. ICE Interviews: The Values Act permits ICE agents to access county jail inmates IF the Inmate gives consent.Before an individual in custody is made available for an interview with ICE, Sheriff's Personnel will provide the inmate with a consent form (Truth Act Form 1).The consent form contains a header with the required language translations as defined in the California Government Code.

1. Interview Access: ICE will only be permitted to proceed with interviews on those inmates that consent.If the inmate wants an attorney present, the interview will have to be postponed until such time the attorney is available to represent the inmate during the interview.

524.4 ICE REQUESTS FOR HOLDS, NOTIFICATIONS, OR TRANSFERS

A. Upon receiving an ICE hold, notification, or transfer request for any individual:

1. All ICE requests must be accompanied by supporting documentation to show that the inmate in question has a qualifying charge.ICE is required to attach supporting criminal history information if a qualifying charge exists.Personnel must view and verify NCIC or CLETS source document (or copy) to verify charges before searching the SB54 charges list.

i. Once supporting documentation is received, personnel will query the SB54 charges list to determine if the inmate has a qualifying conviction or current charge.

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2. There are many variables that could impact an inmate's SB54 status.The current charges and / or criminal history will show specific criminal convictions.Based on charges or convictions; there are many options addressing whether a transfer to ICE is appropriate.Personnel will compare the proof of conviction / charges to the SB54 list.If a qualifying charge exists, personnel will determine if the conviction in question is an allowable charge and within appropriate time requirements.
3. The majority of qualifying offenses within SB54 require a conviction.However, violent felonies (667.5 PC) and serious felonies (1192.7 PC) need only to be charged and have a probable cause finding by a court (872 PC).If a current inmate is charged with a serious or violent felony and the court has made a probable cause finding; the inmate is eligible for transfer to ICE.

524.5 ICE REQUESTS FOR HOLDS, NOTIFICATIONS, OR TRANSFERS

1. Sheriff's Personnel must verify there is a qualifying charge or conviction BEFORE agreeing to share an inmate outdate with ICE.If information sharing is allowable:
   (a) The inmate will be given a copy of the request.
   (b) The inmate will be given a copy of the attached notification form (Truth Act Form 2) indicating whether the Department intends to comply with the request.
   (c) Monterey County Sheriff's Office will comply with ICE notification requests (I-247N).
   (d) Monterey County Sheriff's Office will NOT comply with ICE detainer requests (I-247D

524.6 NOTIFYING ICE OF INMATE RELEASES

A. If the Department notifies ICE that an inmate is being, or will be, released on a certain date and time, the officer providing that information to ICE shall promptly provide the same notice, using TRUTH Act Form 3, to the inmate.The Department will also notify the individual's attorney or other designee, using the contact information provided by the individual on TRUTH Act Form 2.If notification to the attorney or designee is provided by phone, the Department shall subsequently provide, by email, the attorney or designee with a written copy of the notice given to the individual on TRUTH Act Form 3.

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Introduced: 1/13/2026
Version: 2

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation on development options for the 1281 Broadway, Seaside Community Benefits Office Replacement Project;
b. Provide direction to staff on the preferred development option for the Project to include in the County of Monterey Facility Master Plan; and
c. Provide direction to staff on continued project planning and design activity for Fiscal Year (FY) 2026-27 Capital Improvement Program.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a presentation on development options for the 1281 Broadway, Seaside Community Benefits Office Replacement Project;
b. Provide direction to staff on the preferred development option for the Project to include in the County of Monterey Facility Master Plan; and
c. Provide direction to staff on continued project planning and design activity for the Fiscal Year (FY) 2026-27 Capital Improvement Program.

SUMMARY:

On November 12, 2024, the Board of Supervisors (Board) directed staff to pause development of plans for a new four-story building at 1281 Broadway, Seaside and develop alternative lower cost design options focused on either renovating the existing facility or construction of a smaller scale facility. This report provides background on project planning and design efforts to date as well as seven development options and associated costs that were presented to the Capital Improvement Committee (CIC) on August 11, 2025. All development options allow for the existing Casa de Noche Buena shelter to remain in its current location.

DISCUSSION:

Existing Site Description

The existing 1.74-acre County owned site includes two facilities: 1281 Broadway, a 13,000 sq ft, two story wood frame and tile roof facility built in 1975 that is currently occupied by DSS, and 1292 Olympia, a 5,400 sq ft modular facility that is currently occupied by Casa de Noche Buena family shelter. Casa de Noche Buena operators completed a $11.3 million major renovation in 2019. A 10-year deed restriction was recorded with the County of Monterey in 2020 for continued use of the site for the shelter operations.

The Department of Social Services (DSS) Community Benefits facility serves residents throughout the County of Monterey and provides access to various services including CalWORKs, CalFresh, Medi-Cal, General Assistance and Cal Learn as well as access to an onsite Child Support Services Officer three days a week. A staff of 60 to 70 employees assist

an average of 19,920 active cases per month, serving 33,680 individual case members monthly.

Casa de Noche Buena is operated by Community Human Services (CHS), a public nonprofit and Joint Powers Authority serving the County of Monterey, and Gathering for Women, a nonprofit charitable organization. CHS and Gathering for Women are both tax exempt pursuant to Internal Revenue Code section 501(c)(3). The facility serves up to 35 residents in a home-like setting and has a long waiting list for occupancy.

Further discussion is contained within Attachment A of this Board report.

OTHER AGENCY INVOLVEMENT:
Key personnel from PWFP, DSS, MCFL, DA and Casa de Noche Buena have contributed significant staff hours to the development of space programming and site development to date. PWFP conferred with DSS, MCFL and the CAO's Office and the City of Seaside regarding the most recent facility design development options.

FINANCING:
The Board of Supervisors' direction on preferred development option will be included in the County Facility Master Plan that is in process and the development of the FY 2026-2027 Capital Improvement Plan (CIP) Five-Year Plan. Staff would use the estimated remaining $2.1 Million of funding that has been previously allocated for the project to resume planning and/or design activities for the selected project option. There is no financial impact at this time. PWFP staff reviewed available financing opportunities with the CAO's Budget and Analysis Division that could be available for the construction phase of the seven development options presented in this report. Available financing options include using debt financing, grants, Fund 478-Building Improvement Replacement Fund, or any combination of these options. Staff estimates that DSS can finance up to 80% of the cost associated with DSS occupied space under a lease option or 80% of the annual interest on a revenue bond and depreciation. The added cost to the County will vary based on the selected design development option. Upon direction from the Board on the preferred development option, staff will work with the CAO Budget and Analysis Division on financing. (See Attachment B: 1281 Broadway Options Annual Cost Comparison).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The 1281 Broadway, Seaside Community Benefits Office Replacement Project (Project) was identified in the 5-year Capital Improvement Program (CIP) as a priority and funded project by the Board of Supervisors in Fiscal Years 2023, 2024 and 2025 and is intended to provide various services and spaces for County and public use, such as space for DSS, MCFL, and relocation if needed of the existing Casa de Noche Buena Shelter to an offsite location. The project aligns with the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life, and Sustainable Infrastructure for the Present and Future.

__X_ 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

Prepared by: Florence Kabwasa-Green, Chief of Facilities, (831) 755-4805
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment A - Presentation Discussion
Attachment B - Options Annual Cost Comparison
Attachment C - Project Expenditures to Date
Attachment D - City of Seaside Letter

Introduced: 1/13/2026
Version: 2

Current Status: Agenda Ready
Matter Type: General Agenda Item

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The 1281 Broadway, Seaside Community Benefits Office Replacement Project (Project) was identified in the 5-year Capital Improvement Program (CIP) as a priority and funded project by the Board of Supervisors in Fiscal Years 2023, 2024 and 2025 and is intended to provide various services and spaces for County and public use, such as space for DSS, MCFL, and relocation if needed of the existing Casa de Noche Buena Shelter to an offsite location. The project aligns with the Board of Supervisors' Strategic Plan Goals of Well-Being and Quality of Life, and Sustainable Infrastructure for the Present and Future.

__X_ 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

Prepared by: Florence Kabwasa-Green, Chief of Facilities, (831) 755-4805
Reviewed by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachment A - Presentation Discussion
Attachment B - Options Annual Cost Comparison
Attachment C - Project Expenditures to Date
Attachment D - City of Seaside Letter

Attachment A

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DISCUSSION

Board Approved Actions and Funding

FY 2023: Facility Assessments and Planning Phase:

- In June 2022, the Board of Supervisors (Board) approved the FY 2022-23 CIP, which allocated $250,000 for preliminary planning and programming for the 1281 Broadway, Seaside Community Benefits Office Replacement Project.
- The Department of Public Works, Parks and Facilities (PWFP) engaged Nichols, Melburg & Rosetto (NMR) to conduct a comprehensive facility assessment and begin space programming.
- NMR evaluated the site plan, floor plan, building envelope, accessibility, structural systems, and mechanical, electrical, and plumbing systems.
- The assessment concluded the existing facility had significant deficiencies across all functional and building systems and lacked sufficient space for DSS operations.
- Between July 2022 and June 2023, NMR completed preliminary programming, scoping, and cost estimating, resulting in a conceptual three-story facility with parking to serve DSS and the Monterey County Free Libraries (MCFL) Seaside Branch, along with community meeting space.
- The preliminary cost estimate at this stage was $68 million.

FY 2024 and FY 2025: Design and Permitting

- On June 12, 2023, the Board approved the FY 2023–24 CIP, allocating an additional $2.95 million for continued design, engineering, environmental review, and permitting.
- PWFP retained NMR to advance the project through the permitting phase.
- From July 2023 through June 2024, PWFP worked with DSS and MCFL to complete programming and design.
- During this phase, the District Attorney (DA) requested inclusion of a Family Justice Center, which expanded the space program and introduced additional parking requirements. The revised design included:
    - A Community Service Center providing access to public benefits, employment services, adult services, and family and children's services
    - A modernized Seaside Branch Library with children's and family programming spaces
    - A Family Justice Center offering victim advocacy services
    - Flexible space for the Women, Infants and Children (WIC) program, DSS eligibility, public health, and behavioral health services.
    - Multipurpose community meeting rooms and outdoor public spaces
- The expanded scope raised concerns about the feasibility of retaining the adjacent Casa de Noche Buena shelter due to parking needs.
- To meet parking requirements, the design assumed relocation of the Casa de Noche Buena shelter, and PWFP initiated programming discussions for an offsite shelter location.
- The total estimated project cost, including shelter relocation, increased to $112 million.
- On January 18, 2024, PWFP presented to the CIC a 75% design for a 64,500-square-foot, four-story building and an adjacent 250-space parking structure.

Public Outreach and Current Funding Decisions

- A town hall meeting was held on February 28, 2024, at the Oldemeyer Community Center, where PWFP, NMR, County departments, and Casa de Noche Buena representatives presented and discussed the proposed development.
- In June 2024, the Board approved the FY 2024–25 CIP, increasing total project funding to $5.3 million to complete design, permitting, and cost estimating.
- On October 8, 2024, PWFP presented a capital project prioritization update to the Board; the project remained at 75% design with an estimated cost of $112 million.
- On November 12, 2024, the County Administrative Office (CAO) presented financing options for priority capital projects. The 1281 Broadway project was not selected for priority funding, and staff were directed to develop lower-cost alternatives that would not displace the Casa de Noche Buena shelter.

Lower-Cost Alternative Facility Development Options

Staff have worked with design consultants to develop seven alternative facility development options. All alternative options allow for the existing Casa de Noche Buena shelter operations to remain in place. Staff also conferred with financing consultants Gruen Gruen + Associates (GGA+A) from the Gensler Facility Master Plan team to review estimated financing costs for each option which are summarized below (see Attachment B). The cost comparison assumed that 80% of DSS' annual interest payments for DSS occupied space on a Lease Revenue Bond could be reimbursed, or 80% of gross lease costs could be reimbursed.

Option 1 – Renovate the existing two-story 13,000 sq ft facility to accommodate existing DSS services at a total estimated project cost of $16.7 million (excluding financing). After factoring a 2% up front cost of financing as well as 4.73% cumulative financing cost over 20 years, an estimated 80% DSS reimbursement over 20 years, the average monthly cost is estimated to be $6.96/sq ft or a cumulative cost of $21,700,361 (See Attachment B).

- **Pros:** This option would extend the useful life of the facility, address required code upgrade and repair needs and Casa de Noche Buena shelter operations can remain in place.
- **Cons:** This option does not meet the current or future space needs of DSS and would not include space for MCFL or the DA Family Justice Center.
- **August 11, 20 25, CIC:** Supported by Supervisor Alejo.

Option 2 – Develop a 30,352 sq ft, two-story facility by renovating and adding on to the existing facility at a total estimated project cost of $42.9 million (excluding financing). After factoring a 2% up front cost of financing as well as 4.73% cumulative financing cost over 20 years, an estimated 80% DSS reimbursement over 20 years, and additional required financing by the County, the average monthly cost is estimated to be $8.17/sq ft or a cumulative cost of $59,490,364 (See Attachment B).

- **Pros:** This option would meet the DSS current and future 10-year needs, include a 1,000 sq ft MCFL satellite library space and 2,000 sq ft shared community space. Casa de Noche Buena shelter operations can remain in place.
- **Cons:** This option has a less efficient use of space and does not optimize the public serving lobby space due to physical constraints of the existing facility structure and would not accommodate the DA Family Justice Center
- **August 11, 2025, CIC:** Supported by Supervisors Alejo and Daniels.

Option 3 - Demolition of the existing facility and the development of a new two-story 28,018 sq ft facility that provides space for DSS and an MCFL satellite library at a total estimated project cost of $43.8 million (excluding financing). After factoring a 2% up front cost of financing as well as 4.73% cumulative financing cost over 20 years, an estimated 80% DSS reimbursement over 20 years, and additional required financing by the County, the average monthly cost is estimated to be $8.73/sq ft or a cumulative cost of $58,726,718. This average monthly cost per square footage is higher because of the higher initial cost per square footage compared to Option 2. (See Attachment B).

- **Pros:** This option provides for more efficient use of space to meet DSS' current and 10-year space needs with a lower cumulative cost compared to Option 2 which would renovate and add on to the existing facility. Casa de Noche Buena shelter operations can remain in place.
- **Cons:** This option would not accommodate the DA Family Justice Center.
- **August 11, 2025, CIC:** Supported by Supervisors Alejo and Daniels.

Option 4 - Demolition of the existing facility and the development of a new three-story 46,500 sq ft facility with underground parking that provides space for DSS, MCFL, and a shared community space at a total estimated project cost of $75.1 million (excluding financing). This option represents the initial vision of the project before adding the DA Family Justice Center. After factoring a 2% up front cost of financing as well as 4.73% cumulative financing cost over 20 years, an estimated 80% DSS reimbursement over 20 years, and additional required financing by the County, the average monthly cost is estimated to be $10.02/sq ft or a cumulative cost of $111,803,944,682 (See Attachment B).

- **Pros:** This option would meet the DSS current and future 10-year needs and provide a full library space. Casa de Noche Buena shelter operations can remain in place.
- **Cons:** This option would require a parking requirement variance from the City of Seaside to use 64 offsite parking spaces. This option would not accommodate the DA Family Justice Center.
- **August 11, 2025, CIC:** Supported by Supervisor Daniels.

Option 5 - Proposes a 10-year term lease with two 5-year extension options for a 13,900 sq. ft. facility at 915 Hilby Avenue in Seaside to accommodate existing DSS services. Major capital and tenant improvements would be provided and paid for by the property owner.

DSS and PWFP are currently negotiating this lease to ensure continuity of services during renovations at 1281 Broadway and to address ADA accessibility requirements for clients and staff. Lease negotiations are expected to conclude by January 21, 2026. Following Board approval, improvements are anticipated to take approximately nine months.

If DSS relocates permanently, the County will need to determine the future use of the 1281 Broadway facility, including possible mothballing or temporary reuse to prevent deterioration. At the Board's direction, staff will evaluate temporary reuse options and associated costs.

The estimated cumulative 20-year lease cost for the 915 Hilby Avenue facility assuming an 80% DSS reimbursement rate is estimated to be .80/sq ft or $2,668,800 (See Attachment B).

- **Pros:**
    - Cost effective alternative to Option One that provides the same square footage as the existing 1281 Broadway facility without the $16.4 million (excluding financing) renovation cost.
    - Casa de Noche Buena shelter operations can remain in place.
    - The lease will provide the time for County to consider the highest and best use alternative development options at 1281 Broadway.
- **Cons:**
    - This option does not meet DSS' future 10-year space needs and would not provide space for MCFL and DA Family Justice Center services.
    - If current lease negotiation is not successful, DSS will need to address minimum ADA upgrades required by the State in order to continue immediate occupancy of 1281 Broadway. The minimum State required ADA upgrades for only client serving areas have an estimated cost of $3,973,750.

Option 6 **-** Provides for a long-term lease at 915 Hilby Avenue, Seaside (or other similar leased facility in the City of Seaside area to be determined) to include tenant improvements, renovation and parking adequate to meet DSS' 10-year space needs. The County would execute a long-term lease with the property owner prior to renovation so that the owner has the option to use the County's lease and the property as collateral to seek development funding. After factoring an estimated 80% DSS reimbursement over 20 years, and additional required financing by the County, the average monthly cost is estimated to be $2.00/sq ft or a cumulative cost of $12,566,400 (See Attachment B for details).

- **Pros:** Meets DSS' current and future 10-year space needs and would not require the County to invest in up front renovation costs. Casa de Noche Buena shelter operations can remain in place.
- **Cons:** Requires the identification of off-site parking and would not provide space for MCFL or DA Family Justice Center services.

Option 7 - Acquisition and remodel of an available nearby building at 2959 Monterey Salinas Highway (State Route 68) in Monterey for an estimated $28.9 million (excluding financing). This building provides nearly 75,500 square feet which can accommodate DSS and other County functions as identified in the Facility Master Plan. After factoring a 2% up front cost of financing, as well as 4.73% cumulative financing cost over 20 years, an estimated 80% DSS reimbursement over 20 years, and additional required financing by the County, the average monthly cost is estimated to be $3.27/sq ft or a cumulative cost of $59,341,828 (See Attachment B).

- **Pros:** Cost effective alternative to the currently designed $112 million (excluding financing) 64,500 sq ft four-story replacement building and adjacent 250-space parking structure at 1281 Broadway, Seaside, designed to accommodate DSS, and other County functions. Casa de Noche Buena shelter operations can remain in place.
- **Cons:**

- This facility is not located in the City of Seaside and lacks adequate public transportation required for clients to easily access services. Access to the facility is complicated.
- The location is outside of the MCFL's jurisdiction. The City of Monterey is not within MCFL's designated service jurisdiction.
- MCFL would need to investigate the impact of jurisdiction dependent costs and benefits.

August 11, 2025 Capital Improvement Committee
Staff presented a status report outlining alternative development options. While committee members shared their preferred options, they requested that all options be presented to the Board of Supervisors for consideration. The Committee also requested additional information on project expenditures to date.

Attachment C details $3.1 million in expenditures to develop 75% construction documents. These documents include architectural floor plans; civil site plans; structural, mechanical, plumbing, electrical, and fire protection plans; and independent cost estimates. The work was completed by a multidisciplinary team of architects and engineers and reflects approved programming parameters, site conditions, and code requirements. These plans and specifications can be adapted and finalized by the architectural team to support the selected development option upon direction from the Board of Supervisors.

To date, $3.2 million has been expended, with $2.1 million remaining from the total $5.3 million allocated to the project.

December 9, 2025 City of Seaside
PWFP and CAO staff, the District 4 Supervisor and staff met with City of Seaside (City) representatives to review development options previously presented to the CIC and to discuss opportunities for collaboration. In a follow-up letter to the County of Monterey, the City expressed support for investment at 1281 Broadway Avenue, consistent with the City's adopted 2040 General Plan and its vision to revitalize the Broadway Ave. corridor. (See Attachment D, City of Seaside Letter)

The City formally expressed preference for Option 2, 3 and 4 which focus on reinvestment in the existing site through renovation, expansion, or right-sized new construction. The City noted that these options, "strike an appropriate balance between fiscal responsibility, service continuity, and long-term alignment with the City's downtown revitalization goals".

Attachment B

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Annual Occupancy Cost Comparison for Broadway Family Connection Center Building Options – Updated 7/17/2025

	Current CIP	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
Summary of Option	Redevelop Site, Construct New Building	Remodel Existing Building	Remodel and Expand Existing Building	Construct New Building	Construct New Building	Lease 915 Hilby Ave. + Modest Improvements	Lease 915 Hilby Ave. and Complete Addition + Major Remodel[6]	Opportunistic Acquisition and Remodel of Dole HQ Building
Building Square Feet	62,200	13,000	30,352	28,018	46,500	13,900	26,200	75,500
Net Square Feet [1]	51,833	10,833	25,293	23,348	38,750	11,583	21,833	62,917
Upfront Project Cost [2]	$114,767,000	$16,684,000	$42,869,000	$43,751,000	$75,134,000	Lease	Lease	$28,879,000 [7]
DSS Occupancy as Share of Total Building Space[3]	38%	100%	77%	84%	50%	100%	89%	31%
DSS Reimbursement [4]	80%	80%	80%	80%	80%	80%	80%	80%
Monthly Net Lease Cost	NA	NA	NA	NA	NA	$3.00/sf	$6.00/sf	NA
Dept. of Social Services Only								
Cumulative Cost (20 Yrs) [5]	$53,699,533	$21,700,361	$42,422,577	$46,309,263	$47,722,502	$2,668,800	$7,862,400	$15,584,402
Average Annual Cost	$2,684,977	$1,085,018	$2,121,129	$2,315,463	$2,386,125	$133,440	$393,120	$779,220
Monthly Per Square Foot	**$9.56**	**$6.96**	**$7.55**	**$8.25**	**$8.50**	**$0.80**	**$1.40**	**$2.78**
Other County or Public Users Only								
Cumulative Cost (20 Yrs) [5]	$121,589,402		$17,067,787	$12,417,456	$64,081,442		$4,704,000	$43,757,427
Average Annual Cost	$6,079,470	NA	$853,389	$620,873	$3,204,072	NA	$235,200	$2,187,871
Monthly Per Square Foot	**$13.06**		**$10.23**	**$11.20**	**$11.56**		**$7.00**	**$3.50**
Total (Dept. of Social Services and Other County or Public Users)								
Cumulative Cost (20 Yrs) [5]	$175,288,935	$21,700,361	$59,490,364	$58,726,718	$111,803,944	$2,668,800	$12,566,400	$59,341,828
Average Annual Cost	$8,764,447	$1,085,018	$2,974,518	$2,936,336	$5,590,197	$133,440	$628,320	$2,967,091
Monthly Per Square Foot	**$11.74**	**$6.96**	**$8.17**	**$8.73**	**$10.02**	**$0.80**	**$2.00**	**$3.27**

[1] Net/Gross building efficiency of 83% assumed for all scenarios.
[2] Cost estimates with an upfront 2% cost of financing added (e.g., bond underwriting, delivery date expenses).
[3] Department of Social Services (DSS) assumed to occupy up to 19,500 net square feet in each option.
[4] Assumes either (i) 80% of annual interest payments on a Lease Revenue Bond or COP could be reimbursed, or (ii) 80% of gross lease costs are reimbursed. Prorated for DSS-occupied space only. Verify with DSS any limitations on annual reimbursement.
[5] Cumulative costs include debt service payments financed at 4.73% annual interest rate for a 20-year term, operating costs, and/or leasing costs (for Options 5 and 6).
[6] The cost estimate does not include required offsite parking which is to be determined.
[7] Opportunistic acquisition and remodel of 2959 Salinas Hwy, Monterey, CA. Assumes acquisition and remodeling cost of $375 per gross square foot.

Sources: Monterey County; Gruen Gruen + Associates.

Attachment C

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MCDSS MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
WORKING TOGETHER FOR OUR COMMUNITY

Expenditures To Date

Scope of Work	Consultants/ Parties Involved	Total Expenditures as of 10/15/2025
Architectural and Engineering	PWFP Staff Time	$103,264
	Earth System Geotechnical Services	$28,500
	NM& R Architectural Services –Space Assessment and Programming, 75% Construction Documents (including civil, mechanical, electrical, structural engineering, cost estimating)	$3,034,484
	Total	**$3,166,249**

Attachment D

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OFFICE OF THE CITY MANAGER
440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us
Telephone 831-899-6701
Fax 831-624-5839

January 5, 2026,

Supervisor Wendy Root Askew
Monterey County Board of Supervisors
168 W. Alisal St, 1st Floor
Salinas, CA 93901

RE: Support for Investment at 1281 Broadway

Dear Supervisor Root Askew,

On behalf of the City of Seaside, I am writing to express the City's strong support for continued County investment at 1281 Broadway and to affirm the importance of maintaining and modernizing County social service functions within the City of Seaside.

The 1281 Broadway site has long served as a critical access point for County services on the Monterey Peninsula, particularly for residents seeking Department of Social Services programs including CalWORKs, CalFresh, Medi-Cal, and related family and workforce services. According to County data, the Seaside facility has served nearly 20,000 active cases and more than 33,000 individual case members, underscoring the essential role this location plays in meeting community needs. Maintaining these services in Seaside is vital to ensuring geographic equity, accessibility, and continuity of care for residents who rely on proximity to transit, schools, and other community-serving resources.

From a land-use and planning perspective, rehabilitation or reconstruction of the Broadway site is directly consistent with the City of Seaside's adopted 2040 General Plan and the City's vision to revitalize the Broadway corridor. Broadway is designated as Seaside's pedestrian-oriented downtown corridor, intended to accommodate higher-intensity civic, institutional, and mixed-use development that supports walkability, transit access, and economic revitalization. Public and civic facilities are expressly encouraged along this corridor as anchors that generate daily activity, reinforce investment confidence, and support surrounding small businesses.

In this context, the City has reviewed the County's alternative development scenarios for the 1281 Broadway site and wishes to formally express preference for Options 2, 3, and 4, which emphasize reinvestment in the existing site through renovation, expansion, or right-sized new construction. These options strike an appropriate balance between fiscal responsibility, service continuity, and long-term alignment with the City's downtown revitalization goals.

With respect to Option 4, the City acknowledges that off-site parking accommodations or alternative parking solutions may be required. The City is committed to working collaboratively with the County to evaluate and implement feasible parking strategies that support project success while remaining consistent with City standards and downtown objectives.

Importantly, these options also preserve flexibility to incorporate Monterey County Free Libraries space and support an integrated civic-services model. The current Seaside Branch Library is located at 550 Harcourt Avenue, a City-owned facility leased to the County, and is part of the broader Civic Campus that also includes Seaside City Hall at 440 Harcourt Avenue. As the City continues to grow and modernize its municipal operations, City staff will ultimately need to expand into portions of the existing library footprint to meet operational and public-service demands. For this reason, long-term planning for a relocated or co-located library facility within the Broadway corridor is both prudent and mutually beneficial, allowing the City and County to align future civic investments rather than pursue duplicative or temporary solutions.

Additionally, the City encourages that any option requiring the abandonment of the existing facility for any length of time include an evaluation of interim temporary reuse by the County, the City, third-party partner or potential liquidation. This approach would help prevent prolonged vacancy or blight and ensure continued positive momentum within the Broadway corridor.

In summary, the City of Seaside strongly supports continued County investment at 1281 Broadway, particularly through development options that modernize facilities, maintain County services within Seaside, and allow for integrated civic uses such as library services. We view this site as a cornerstone of the Broadway corridor and a tangible example of effective City–County partnership in service delivery, downtown revitalization, and community wellbeing.

The City stands ready to continue working collaboratively with County leadership and staff as project scoping and financing discussions advance. Please do not hesitate to contact me should additional information or coordination be helpful.

Sincerely,



Greg McDanel
City Manager, ICMA-CM

County of Monterey

Item No.20

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

Board Report

Legistar File Number: OBM 26-008

January 27, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **January 27, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in May 2026.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in March 2026, in conjunction with the Board's annual review of the referral matrix. **Referral deemed complete by Supervisor Church on January 14, 2026.**	**COMPLETE**
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. The project is now fully funded with additional $50,000 is proposed for funding allocated to the project during the FY26 CIP. Construction site work is underway and the project including art panels is expected to be completed by January 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
6	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending
7	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.Proposed completion date in 2026.	Pending
8	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
9	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
11	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending
12	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
13	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark. Pending grant funding.	Pending
15	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors has been scheduled to review the Facilities Master Plan that will include options for reuse of Laurel Yard for the Board to consider. The Board's direction from this workshop will ultimately be incorporated into the FMP and fulfill this referral. Proposed completion Winter 2025.	Pending
16	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
17	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. Staff will provide an update to the Board on February 3, 2026.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requests that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. The purpose of the ad hoc committee was completed in December 2024, at which time the Board took action to rename the ad hoc to "Standing Committee Appointment Ad Hoc Committee" to be tasked with developing a more randomized standing committee rotation schedule. The Ad Hoc completed its purpose in early January 2026. **Referral deemed complete by referring supervisor on January 14, 2026.**	**COMPLETE**
19	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date. Proposed completion date of December 31, 2025. **Referral deemed complete by referring supervisor on January 14, 2026.**	**COMPLETE**
21	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. 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
22	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in ~~Summer 2025~~ Early 2026.	Pending
23	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
24	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in October 2025.	Pending
26	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response on October 7, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
28	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025.	Pending
29	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. 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
30	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
31	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
32	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Jimenez	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025. Staff was directed to return with a more comprehensive analysis of referral and anticipated effort for completion in September 2025.	Pending
34	2025.07	8/5/2025	Alejo	PWfP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025.	Pending
35	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
36	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
37	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025.	Pending
38	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
39	2025.12	10/14/2025	Church	CAO		Paolinelli/Vaughn	Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities. Staff provided a preliminary response on December 10, 2025. An Ad Hoc Committee has been established by the Board. **The referral was deemed complete by the referring supervisor on January 8, 2026.**	**COMPLETE**
40	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
41	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
42	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
43	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026. Staff will provide a preliminary response on January 27, 2026.	Pending
44	2025.17	11/18/2025	Askew	CAO		Chiulos/Hollingsworth	Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition	The purpose of this referral is to consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making. Staff will provide a preliminary response on January 6, 2026. **The referral was deemed complete by the referring supervisor on January 8, 2026.**	**COMPLETE**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
45	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
								Completed by Executive Assistant on January 22, 2026.	

County of Monterey

Board Report

Legistar File Number: PAR 26-001

Item No.21

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

January 27, 2026

Introduced: 1/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to *Board Referral Number 2025.16* (Alejo) regarding the creation of a new Esperanza Care program.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No.** 2025.16;
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: Supervisor Alejo submitted a referral assigned to Natividad Medical Center (NMC) and Monterey County Health Department (MCHD) to provide information for the proposal to bring back the Esperanza Care pilot program due to the federal changes related to HR 1 impacting Medi-Cal funding and coverage for county residents.

PRELIMINARY ANALYSIS:
Background: On October 30, 2025, Board Referral No. 2025.16 entitled “Esperanza Care 2.0” was issued directing staff to review and re-establish a new Esperanza program to assist those that begin to lose Medi-Cal coverage in January 2026 secondary to the passing of HR 1.

In 2015, the Monterey County Board of Supervisors approved $500,000 to create the Pilot Program for the remaining uninsured to provide primary care healthcare services MCHD Federally Qualified Health Centers (FQHCs) to county residents who remained uninsured and unable to pay for costly medical care, procedures and prescription medicines. At the time, it was estimated that 30,000 to 50,000 adult residents over the age of 25 were without any medical insurance due to their documentation status.

The pilot program was very successful and in October 2017, the program was expanded to include primary care in the MCHD FQHCs and specialty clinic services at Natividad, limited scope pharmaceuticals, diabetes education, laboratory and radiology services. It was also renamed Esperanza Care with an initial enrollment cap of 2,500. Ultimately funding the $2 million program annually and increasing the enrollment to 4,500 participants.

With the historic Medi-Cal expansion in California that covered all eligible adults, in December 2023, the Esperanza Program was ended.

Unfortunately, due to the recent federal changes to Medicaid and California's Medi-Cal program with HR 1 on July 4, 2025, Medi-Cal Expansion was frozen except for emergency and pregnancy related services. This with additional administrative changes are expected to result in a significant 27% reduction in Medi-Cal enrollment and a subsequent increase in uninsured community members.

Project Description: NMC and MCHD recommend the creation of an Esperanza pilot program that would serve approximately 500 lives. The pilot program would both provide primary care and ambulatory specialty clinic services, including lab, diagnostic imaging and limited generic drugs. The Esperanza Care Pilot Program proposed go live date is July 1, 2026.

Estimated Project Cost: The Esperanza Care Pilot Program is estimated to cost $500k- $1 million for the 12-month pilot including third party administration costs. The County Administrative Office, Monterey County Health Department, and Natividad Medical Center will work together to analyze costs and identify funding.

Staffing Level Estimate: Depending on third party administration needs there will be an additional 1-3 FTEs needed to support the pilot.

Departmental Challenges: The evolving federal and state policy landscape will continue to impact the project.

Proposed Response Date: Depending on the Board of Supervisors direction staff will return later in 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This project helps to serve the uninsured residents of Monterey County by offering equitable opportunities for healthcare which will improve the health and well-being for this demographic.

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

Prepared by: Dr. Charles Harris, Chief Executive Officer, 831-783-2551
Elsa Jimenez, Director of Health Services, 831-755-4526

Approved by: Dr. Charles Harris, Chief Executive Officer, 831-783-2551
Elsa Jimenez, Director of Health Services, 831-755-4526

Attachments:

Preliminary Analysis Report
Board Referral No. # 2025.16
Esperanza Referral PPT

County of Monterey

Board Report

Legistar File Number: PAR 26-001

Item No.

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

January 27, 2026

Introduced: 1/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

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RECOMMENDATION:
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a. Receive a preliminary analysis report in response to **Board Referral No.** 2025.16;
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: Supervisor Alejo submitted a referral assigned to Natividad Medical Center (NMC) and Monterey County Health Department (MCHD) to provide information for the proposal to bring back the Esperanza Care pilot program due to the federal changes related to HR 1 impacting Medi-Cal funding and coverage for county residents.

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In 2015, the Monterey County Board of Supervisors approved $500,000 to create the Pilot Program for the remaining uninsured to provide primary care healthcare services MCHD Federally Qualified Health Centers (FQHCs) to county residents who remained uninsured and unable to pay for costly medical care, procedures and prescription medicines. At the time, it was estimated that 30,000 to 50,000 adult residents over the age of 25 were without any medical insurance due to their documentation status.

The pilot program was very successful and in October 2017, the program was expanded to include primary care in the MCHD FQHCs and specialty clinic services at Natividad, limited scope pharmaceuticals, diabetes education, laboratory and radiology services. It was also renamed Esperanza Care with an initial enrollment cap of 2,500. Ultimately funding the $2 million program annually and increasing the enrollment to 4,500 participants.

With the historic Medi-Cal expansion in California that covered all eligible adults, in December 2023, the Esperanza Program was ended.

Unfortunately, due to the recent federal changes to Medicaid and California's Medi-Cal program with HR 1 on July 4, 2025, Medi-Cal Expansion was frozen except for emergency and pregnancy related services. This with additional administrative changes are expected to result in a significant 27% reduction in Medi-Cal enrollment and a subsequent increase in uninsured community members.

Project Description: NMC and MCHD recommend the creation of an Esperanza pilot program that would serve approximately 500 lives. The pilot program would both provide primary care and ambulatory specialty clinic services, including lab, diagnostic imaging and limited generic drugs. The Esperanza Care Pilot Program proposed go live date is July 1, 2026.

Estimated Project Cost: The Esperanza Care Pilot Program is estimated to cost $500k- $1 million for the 12-month pilot including third party administration costs. The County Administrative Office, Monterey County Health Department, and Natividad Medical Center will work together to analyze costs and identify funding.

Staffing Level Estimate: Depending on third party administration needs there will be an additional 1-3 FTEs needed to support the pilot.

Departmental Challenges: The evolving federal and state policy landscape will continue to impact the project.

Proposed Response Date: Depending on the Board of Supervisors direction staff will return later in 2026.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This project helps to serve the uninsured residents of Monterey County by offering equitable opportunities for healthcare which will improve the health and well-being for this demographic.

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

Prepared by: Dr. Charles Harris, Chief Executive Officer, 831-783-2551
Elsa Jimenez, Director of Health Services, 831-755-4526

Approved by: Dr. Charles Harris, Chief Executive Officer, 831-783-2551
Elsa Jimenez, Director of Health Services, 831-755-4526

Attachments:

Preliminary Analysis Report
Board Referral No. # 2025.16
Esperanza Referral PPT

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.16
Assignment Date: 11/18/25

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:

Date: 10/30/2025	Submitted By: Luis Alejo	District #: 1
Referral Title: Esperanza Care 2.0		
Referral Purpose: The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026.		
Brief Referral Description: In 2015, the Monterey County Board of Supervisors approved $500,000 to create the Pilot Program for the Remaining Uninsured to provide healthcare services to county residents who remained uninsured and unable to pay for costly medical care, procedures and prescription medicines. At the time, it was estimated that 30,000 to 50,000 adult residents over the age of 25 were without any medical insurance due to their documentation status. The pilot program was later renamed Esperanza Care and became effective October 1, 2017 with an enrollment cap of 2,500. It provided limited scope pharmaceuticals, laboratory and radiology services. Starting in 2021, the program was expanded in scope of services, increased in funding to a $2.5M+ program, and the enrollment cap was increased to 4,500 maximum. However, with the historic MediCal expansion in California that covered all eligible adults regardless of immigration status in 2024, the Esperanza Program was ended. Unfortunately, due to the recent federal changes to Medicaid that funds California's MediCal via HR 1 on July 4, 2025, it is estimated that approximately 27,000 residents will lose their MediCal coverage starting next year. These dire circumstances merit bringing Esperanza Care back to once again serve our county residents who will have no other form of healthcare coverage.		

Classification - Implication	Mode of Response
☐Ministerial / Minor ☐ Land Use Policy ☐ Social Policy ☐ Budget Policy X Other: **HEALTHCARE**	☐ Memo X Board Report X Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 8 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): NMC/Health Department	Referral Lead: Dr. Charles Hariss/Elsa Jimenez	Board Date: 11/18/25

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Original 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:

Natividad/Health Department BOS Esperanza Update January 2026

Dr. Chad Harris, CEO, Natividad
Elsa Mendoza Jimenez, Director of Health Services

Board of Supervisor Meeting
January 27, 2026

COUNTY OF MONTEREY HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

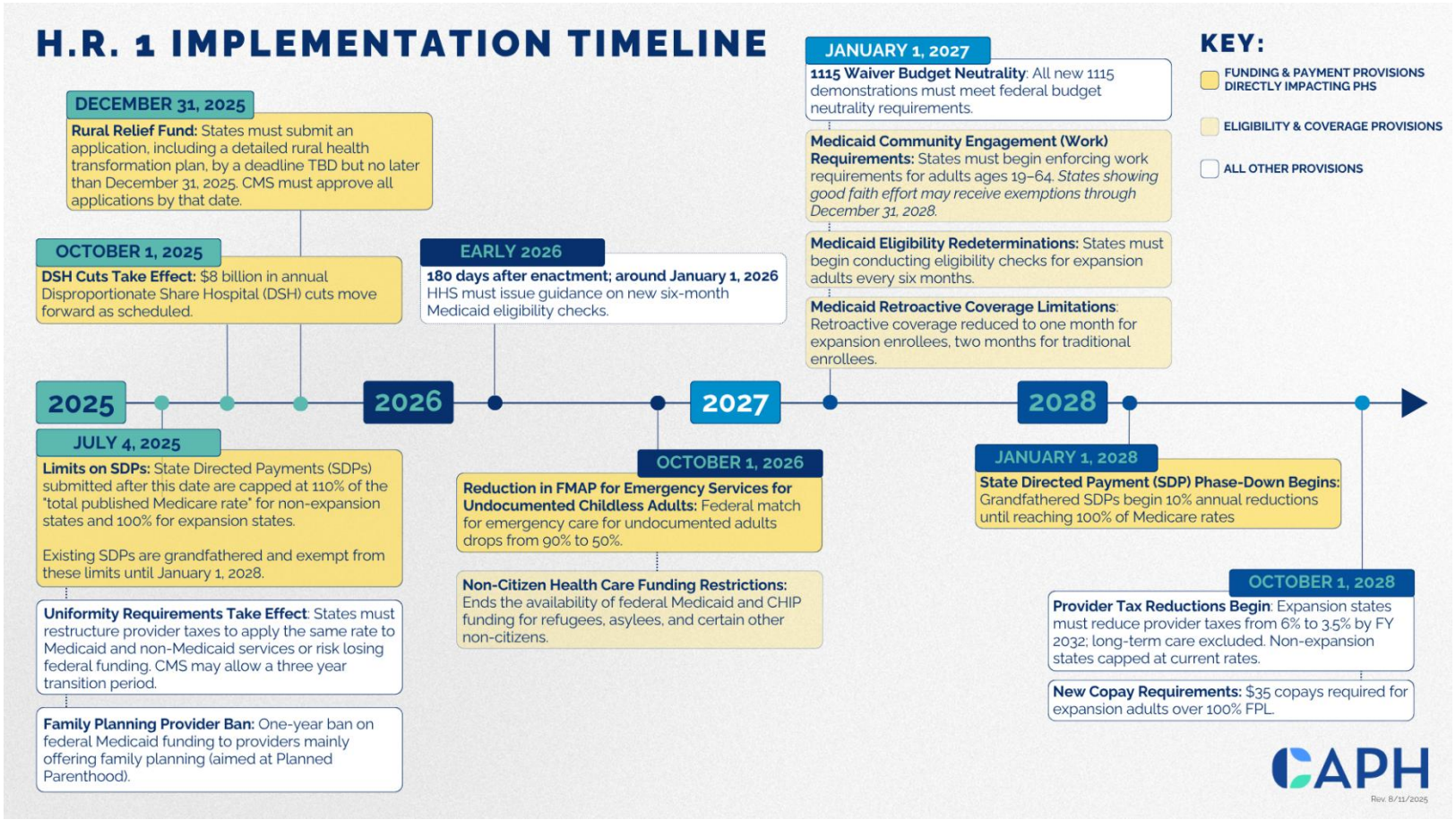
CELEBRATING 100 YEARS

Natividad®
Inspiring healthy lives

HR 1 impact on Medi-Cal eligibility

- CCAH anticipates a 27% reduction in enrollment through CY 2028
- Medi-Cal Expansion freezes: No longer provides coverage for adults except for emergency and pregnancy related services
- Other Changes to consider; asset test reinstatement, Medi-Cal redeterminations every 6 months, retroactive coverage from 3 to 1 one month, work requirements and monthly premiums

H.R. 1 Impacts- Natividad



The Impact

Patients, families and the community

Previous Policy History

- 2014 ACA including Medicaid Expansion went into effect in California
- 2016 expanded to include children under 18 yo
- 2020 Expanded to include young adults 19-25 yo
- May 2022 expanded to include all adults 50 yo plus
- January 2024 expanded to include 26-49 yo

Previous Policy History

- Due to gaps in Medi-Cal eligibility, Esperanza was created
- Nov 2015 – Sept 2017 Esperanza Pilot
- Oct 2017 – Dec 2023 Esperanza Care

Esperanza Pilot

- Original Pilot, Nov. 2015- Sept 2017
- Covered Primary Care at the Monterey County Health Department
- Ultimately served approximately 2000 lives over the period
- Cost $500k from General Fund

Esperanza Care

- October 2017 – Dec 2023
- October 2017 BOS approved 2500 lives
- 4,500 lives at its peak
- Less than 138% of the Federal Poverty Level (FPL) for those who did not qualify for full-scope Medi-Cal and who have no other health insurance
- Covered Primary, Specialty, Diabetes education, lab, radiology and limited formulary

Esperanza Care

- NMC funding of Esperanza Care 10/17 – 12/23; $12M
- PHD $28 pmpm; $7.6M
- NMC paid Health Department pharmacy costs; $1.5M
- NMC Lab/Radiology/Specialty Services; $1M
- Third Party Administrator Fees; $1.6M
- Approximate Costs were $2.0M/year

Proposed Esperanza 2.0 pilot

- 500 lives, FPL to 100%
- Previous costs:
  - Primary care; $170k at $28pmpm
  - Pharmacy; $30k
  - NMC Specialty, Labs, Radiology; $30k
- Does not include 3rd party admin, which ranged $230-300k year.
- Estimated 2026 costs $500k-$1 million
- Funding; NMC/Health Dept/County

Recommended Next Steps

- Reestablish a 12-month Esperanza pilot with anticipated Go Live July 2026
- CAO, Health Dept, and Natividad to collaborate to analyze costs and identify funding
- Staff to continue to monitor the impacts of ongoing federal and state policy changes

THANK YOU

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Nationally Accredited for Providing Quality Health Services

CELEBRATING 100 YEARS

Natividad®
Inspiring healthy lives

County of Monterey

Item No.22

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

Board Report

Legistar File Number: OBM 26-009

January 27, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.23

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

Board Report

Legistar File Number: OBM 26-010

January 27, 2026

Introduced: 1/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-072

Item No.

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

January 27, 2026

Introduced: 1/22/2026
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, Clerk of the Board

County of Monterey

Board Report

Legistar File Number: 26-035

Item No.24

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

January 27, 2026

Introduced: 1/12/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: General Agenda Item

Receive annual update on the status of compliance with the Structural Performance Category ratings of the buildings on the Natividad Medical Center campus, and on the services provided in each building, as required by Assembly Bill (AB) 1882 (Chapter 584), Statutes of 2022 until compliance with the seismic safety standards outlined in the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 is achieved.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Receive annual update on the status of compliance with the Structural Performance Category ratings of the buildings on the Natividad Medical Center campus, and on the services provided in each building, as required by Assembly Bill (AB) 1882 (Chapter 584), Statutes of 2022 until compliance with the seismic safety standards outlined in the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 is achieved.

SUMMARY:
The Alfred E. Alquist Hospital Facilities Seismic Safety Act (HFSSA) of 1983 established statewide seismic safety standards for hospital facilities. Under the Act, owners of general acute care inpatient hospitals must, by January 1, 2030, either demolish, replace, or convert to non-acute care use any hospital buildings that are not in substantial compliance with HFSSA regulations, or seismically retrofit those buildings to achieve compliance.

DISCUSSION:
Assembly Bill 1882 (AB 1882) is intended to increase transparency and public awareness regarding a hospital's compliance with HFSSA seismic safety standards. The bill requires public notification through on-site hospital postings, public notices, publication on the Department of Health Care Access and Information (HCAI) website, and annual compliance status updates until compliance is achieved. Hospitals must also submit an annual report detailing each building's Structural Performance Category (SPC), Nonstructural Performance Category (NPC), and the services provided in each building on the hospital campus.

Each general acute care hospital building is assigned an SPC rating that measures the anticipated seismic performance of its structural systems, including beams, columns, shear walls, slabs, and foundations. Hospitals must achieve an SPC rating of 3 or higher to meet structural compliance requirements. Buildings are also assigned an NPC rating that evaluates the anchorage and bracing of nonstructural elements, including architectural components, mechanical and electrical systems, medical equipment, and associated piping, ductwork,

conduits, and machinery. Hospitals must achieve an NPC rating of 5 to meet nonstructural compliance requirements. AB 1882 further requires hospitals to notify patients and the public when a building does not meet both the SPC 3 and NPC 5 standards.

Natividad Medical Center (NMC) operates eight acute care buildings that are subject to SPC and NPC compliance requirements. Currently, seven of the eight buildings meet SPC standards; however, none meet NPC-5 requirements. NMC has worked closely with the architectural firm Hamelton Green and Abrams (HGA) and its engineering consultants and developed a Seismic Master Plan that will either bring these buildings into compliance or remove non-compliant facilities from HCAI jurisdiction prior to the 2030 deadline.

In addition, NMC has contracted with 19Six Architects to develop plans and specifications to address requirements identified in the Seismic Master Plan. Three proposals were submitted to coordinate the development of key improvements necessary to achieve NPC 5 compliance:

1. Bracing end-of-line fire sprinkler systems in acute care areas;
2. Separating Building 600A from Building 600B, including construction of a compliant corridor connection to Building 940; and
3. Upgrading campus infrastructure to support a minimum of 72 hours of emergency operations.

The required Services Report was submitted to HCAI on December 17, 2025, and the Hospital Signage Report was submitted on November 26, 2024. Staff will continue to provide annual updates on compliance progress. A detailed summary of each affected building's SPC and NPC ratings, along with the services provided in each building, is included in the attached report.

OTHER AGENCY INVOLVEMENT:
This report has been supported by the Finance Committee and NMC's Board of Trustees on January 9, 2026

FINANCING:
A design fee of $200,000 was approved in Fiscal Year 2022-2023, followed by an allocation of $100,000 in FY 2024-2025 and an additional $2,450,000 in FY 2025-2026 in the Adopted Budget for the three projects identified above. Design and construction costs beyond these allocations will be funded in future fiscal-year budgets, with no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
By complying with the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, Natividad Medical Center will be able to continue providing health care and improving the quality of life for Monterey County residents and their families.

X Economic Development
X Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Brian Griffin, Project Manager. (831) 783-2605

Approved by: Dr. Charles R. Harris, Chief Executive Officer, (831) 783.2551

Attachments: Attachment A - Structural Performance Category and Services report
Attachment B - Facility Map - Public Notices

Introduced: 1/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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X Economic Development
X Administration
X Health & Human Services
X Infrastructure
X Public Safety

Prepared by: Brian Griffin, Project Manager. (831) 783-2605

Approved by: Dr. Charles R. Harris, Chief Executive Officer, (831) 783.2551

Attachments: Attachment A - Structural Performance Category and Services report
Attachment B - Facility Map - Public Notices

Natividad

Facility ID 17353 - Building Seismic Safety Report

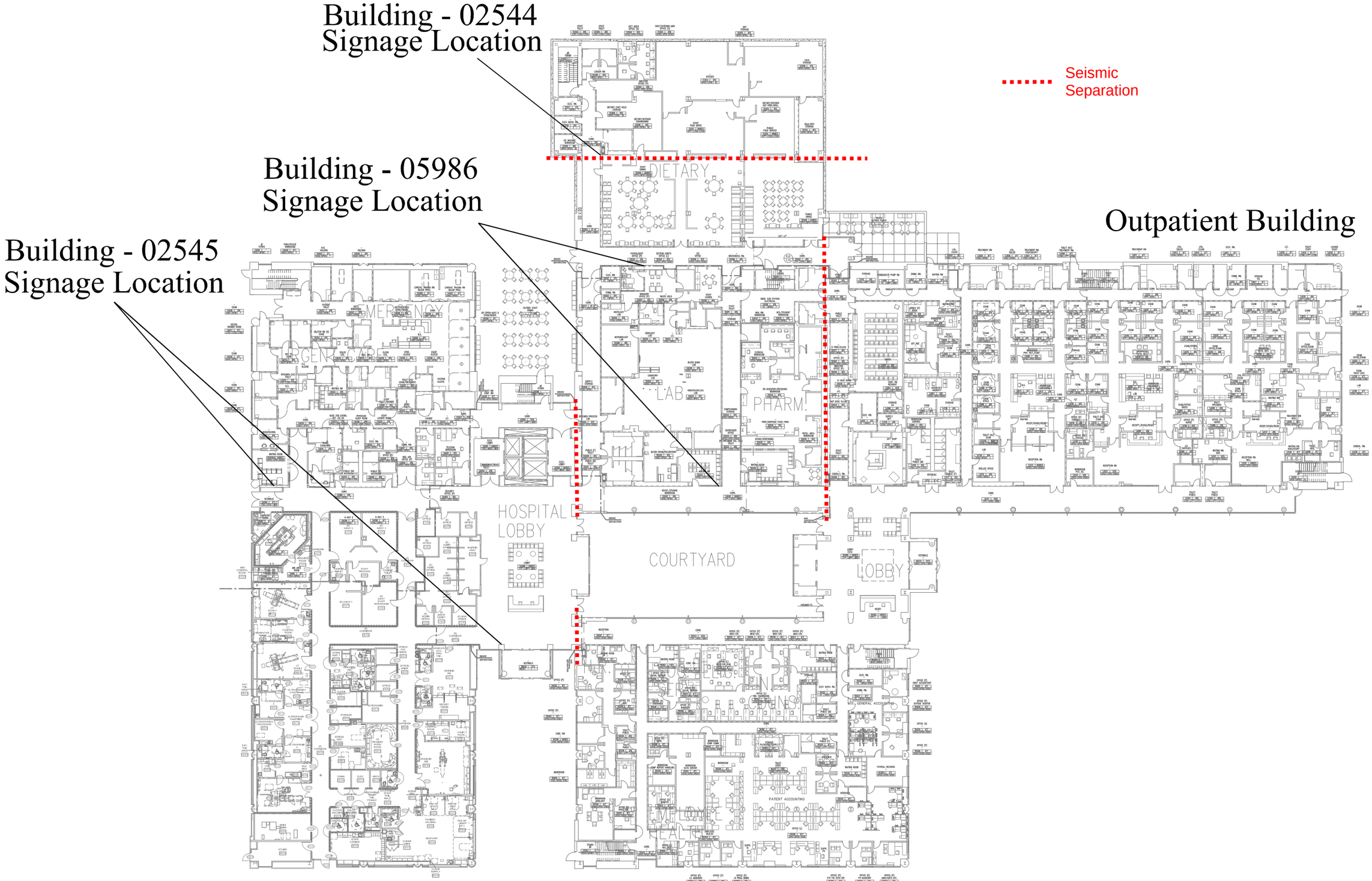
Building #	Building Name	Services Housed in Building	Structural and Non- Structural Performance Category/Information
Building-02542	Extended Care Services (Bldg 100)	Nursing - General Medical / Surgical, Rehabilitation Therapy, Physical Rehabilitation Nursing Unit, Renal Dialysis	**SPC-5** **NPC-2** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-02544	Food Service / Central Plant (Bldg 580A)	Dietetic, Morgue, Outpatient Services, Central Plant / Utility Building	**SPC-5** **NPC-3** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-02545	Acute Care (Bldg 500)	Nursing - General Medical / Surgical, Surgical, Anesthesia, Post-Anesthesia Care Unit, Imaging, Radiological / Diagnostic Imaging, Dietetic, Administrative, Employee Dressing, Intensive Care, Neonatal Intensive Care Unit, Obstetrics / Perinatal Unit, Emergency, Nuclear Medicine, Renal Dialysis, Respiratory, Outpatient Services, Special Procedures	**SPC-5** **NPC3** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-03827	Materials Management (Bldg 600)	General Storage	**SPC-4** **NPC-2** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-03828	Inpatient Mental Health (Bldg 940)	Housekeeping / Environmental Services, Psychiatric Nursing	**SPC-4** **NPC-2** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-03829	Generator Building (Bldg 980)	Central Plant / Utility Building	**SPC-5** **NPC-3** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.
Building-03862	Kitchen & Associated Fac (Bldg 600B)	General Storage, Laundry / Linen	**SPC-2** **NPC-2** The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake.
Building-02542	Pediatric / Surgery (Bldg 580B)	Surgical, Anesthesia, Post-Anesthesia Care Unit, Clinical Lab, Pharmacy, Sterile Processing, Employee Dressing, Pediatric / Adolescent Nursing Unit, Outpatient Services	**SPC-5** **NPC-2** The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

Natividad

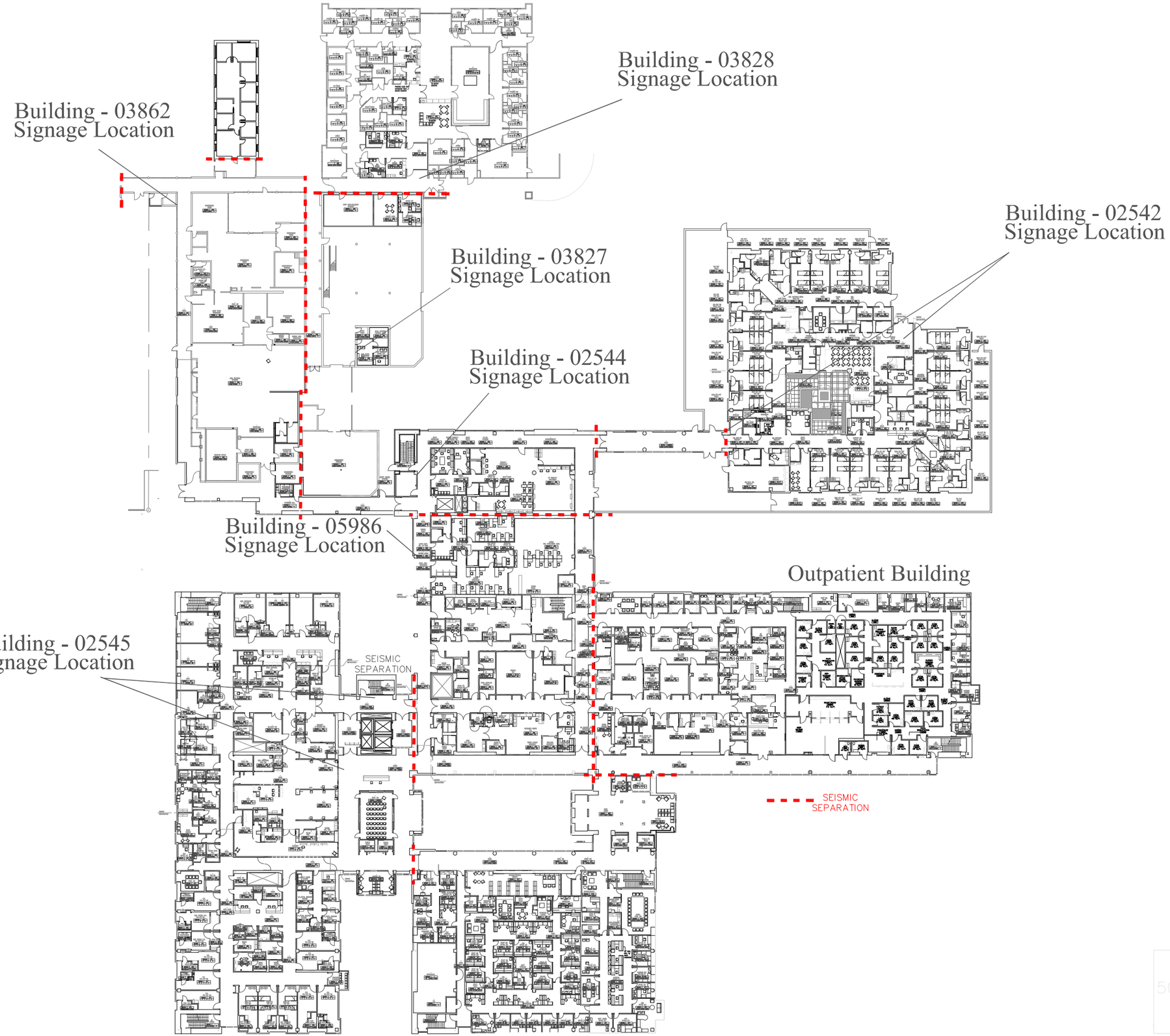
NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd, Salinas, CA 93912

FIRST FLOOR OVERALL KEY PLAN



NORTH



Natividad

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd, Salinas, CA 93912

SECOND FLOOR
BUILDING
KEY PLAN

Natividad
Inspiring healthy lives.

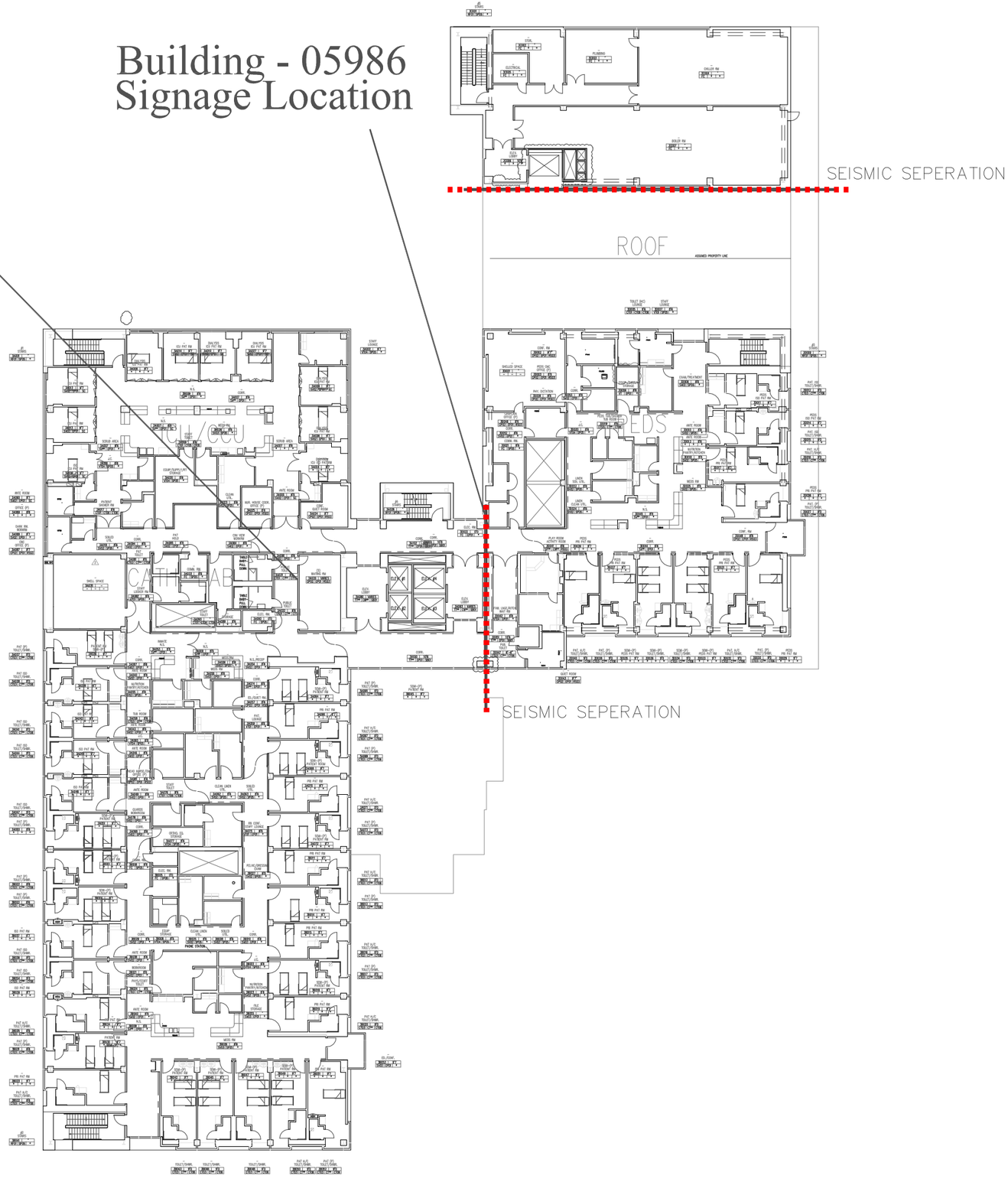
NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd, Salinas, CA 93912

THIRD FLOOR BUILDING KEY PLAN

Building - 05986
Signage Location

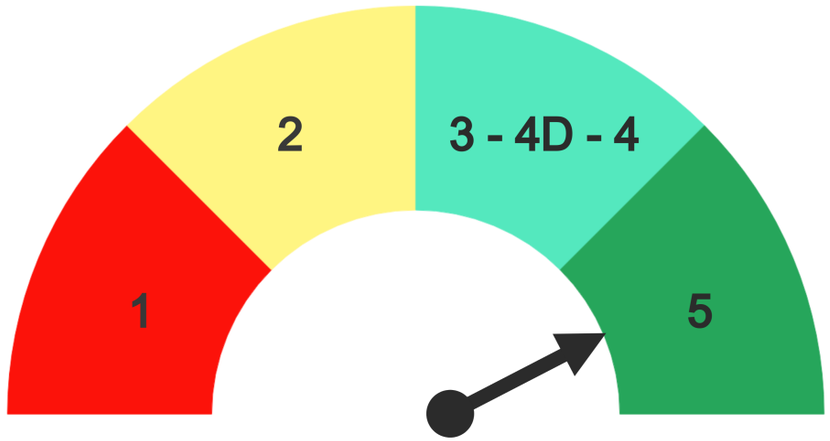
Building - 02545
Signage Location



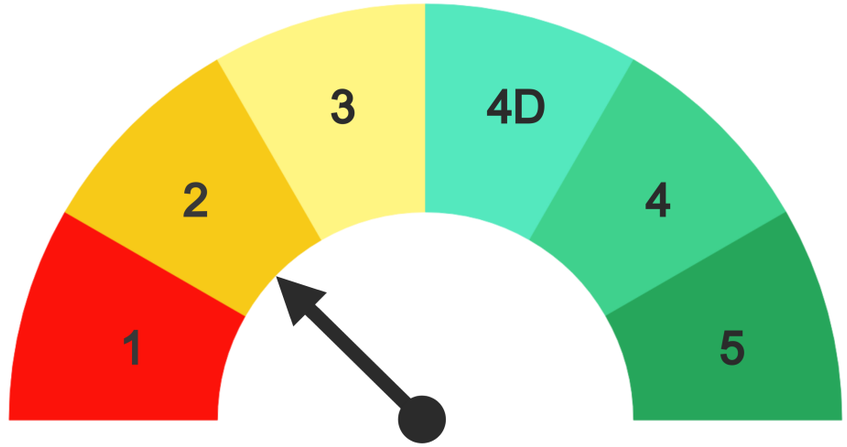
388

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

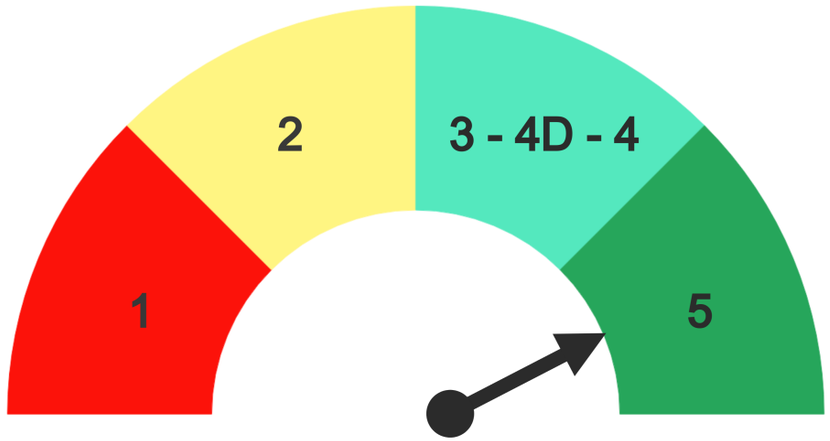
More info:

HCAi

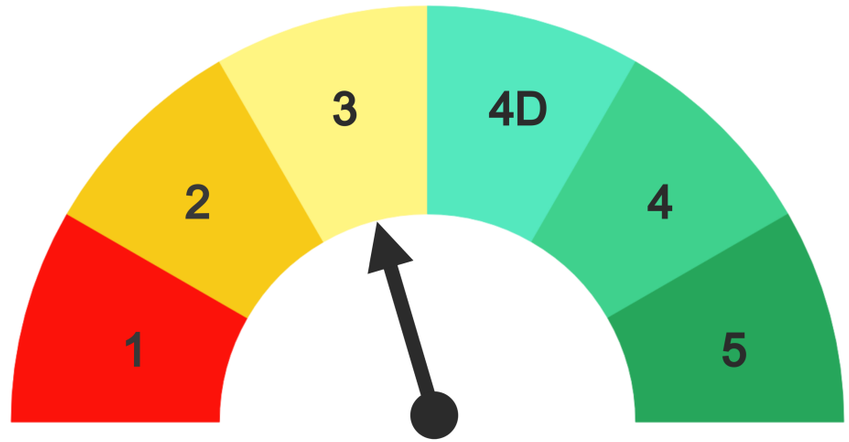
Facility Number: 17353
Building Number: BLD- 02542

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

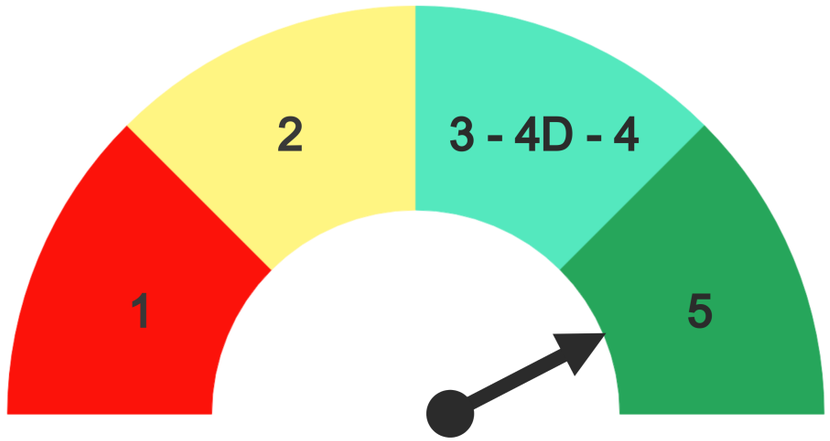
More info:

HCAi

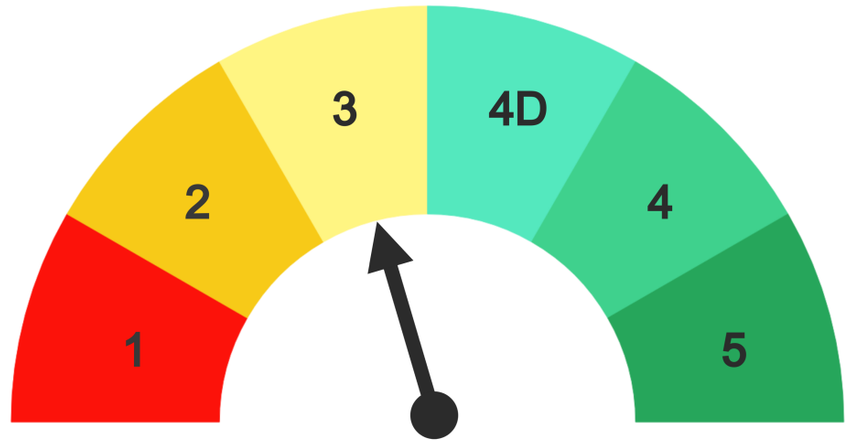
Facility Number: 17353
Building Number: BLD- 02544

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

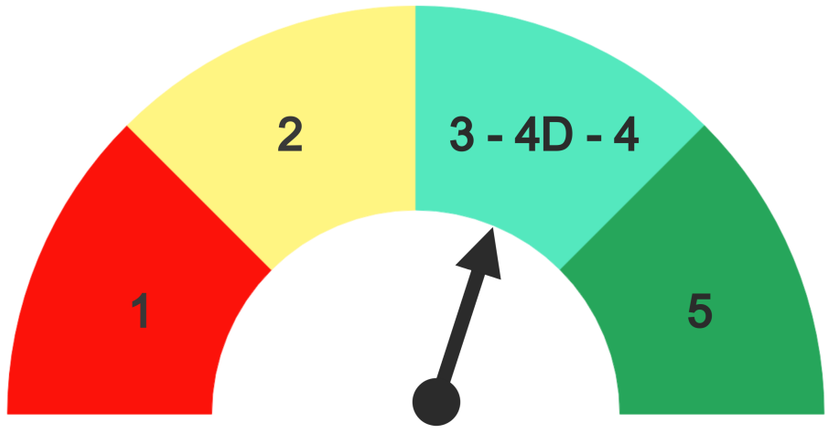
More info:

HCAi

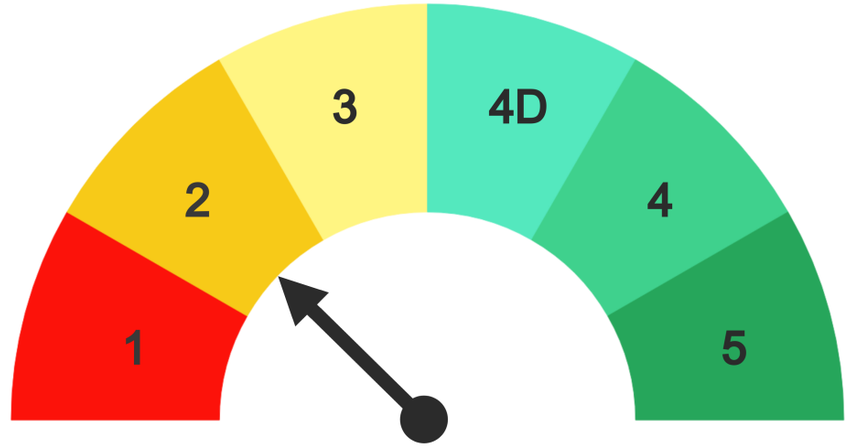
Facility Number: 17353
Building Number: BLD- 02545

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

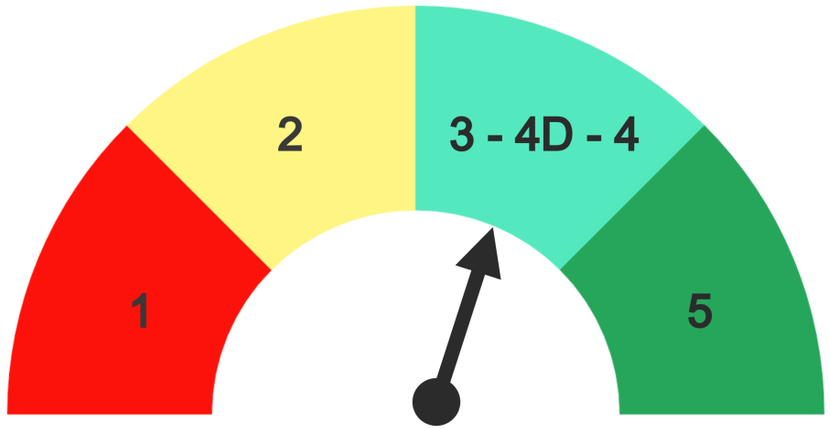
More info:

HCAi

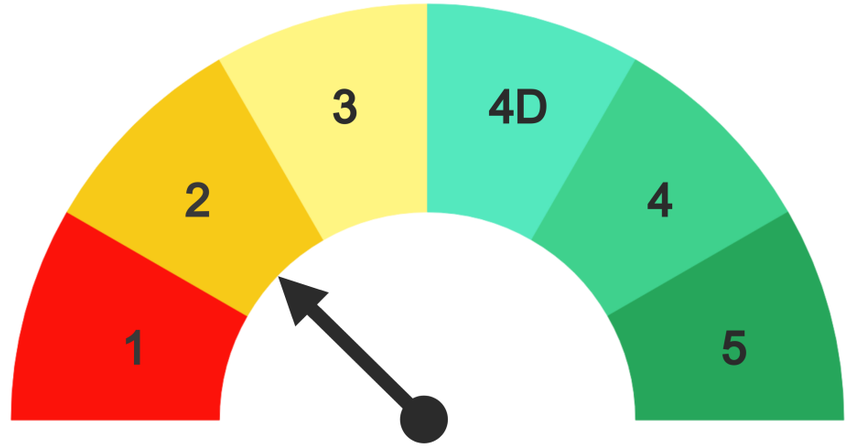
Facility Number: 17353
Building Number: BLD- 03827

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

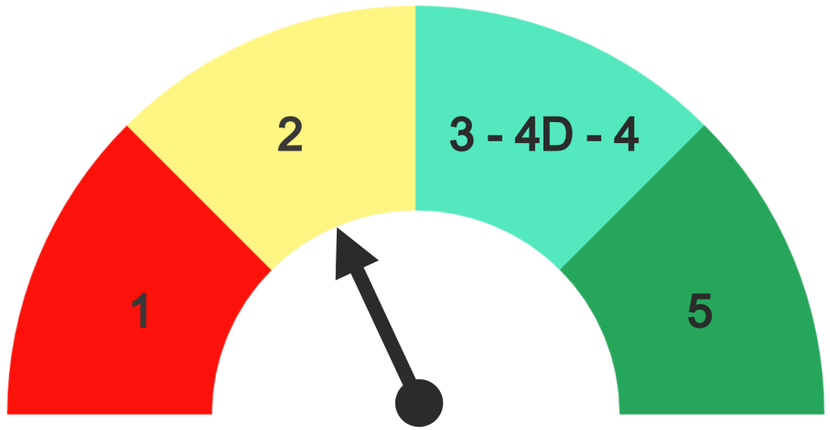
More info:

HCAi

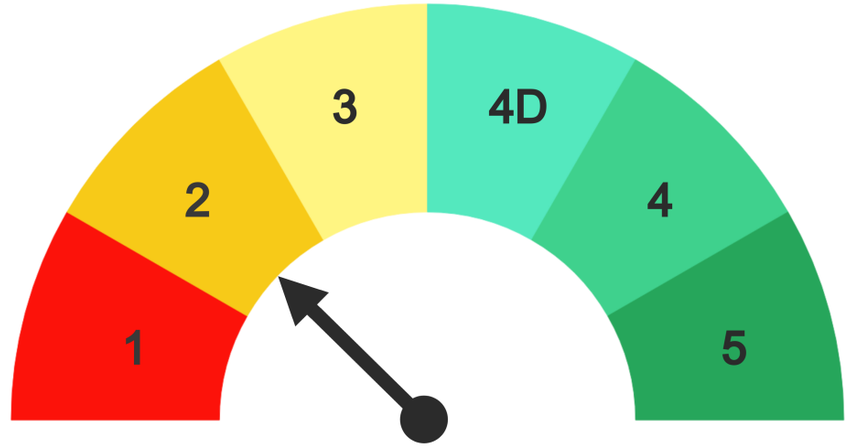
Facility Number: 17353
Building Number: BLD- 03828

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake.

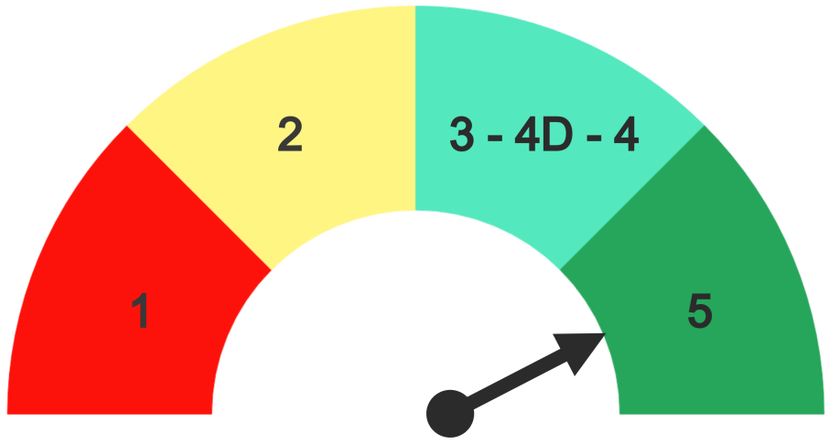
More info:

HCAi

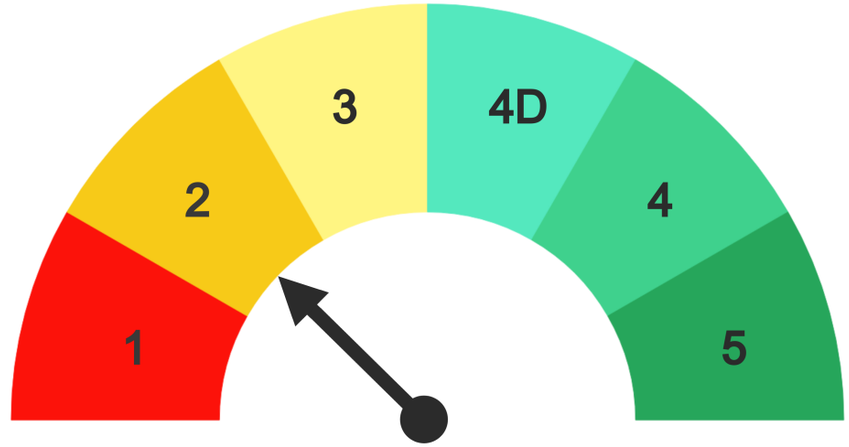
Facility Number: 17353
Building Number: BLD- 03862

This Building's Seismic Performance Rating

Structural Integrity



Equipment and Systems Critical to Patient Care



The State of California has determined that the hospital building is at risk of not being functional to provide care to its patients or the community after an earthquake.

More info:

HCAi

Facility Number: 17353
Building Number: BLD- 05986

County of Monterey

Board Report

Legistar File Number: A 26-015

Item No.25

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

January 27, 2026

Introduced: 1/7/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 5 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for subscription and consulting services, extending the agreement an additional 1 year period January 3, 2026 through January 2, 2027 for a revised full agreement term of January 3, 2018 through January 2, 2027, and adding $25,859 for a revised total agreement amount not to exceed $250,229.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 5 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for subscription and consulting services, extending the agreement an additional 1 year period January 3, 2026 through January 2, 2027 for a revised full agreement term of January 3, 2018 through January 2, 2027, and adding $25,859 for a revised total agreement amount not to exceed $250,229.

SUMMARY:

Natividad is seeking to extend the current agreement with MD Buyline for it's quote subscription services.

DISCUSSION:

MD Buyline provides Natividad Medical Center (NMC) with access to its automated cost analysis subscription services. The cost analysis subscription services compare new equipment quotes against other current costs in the active marketplace in real time. The reports that are auto generated include a cost comparative analysis and also provide NMC with suggestions as to which areas can be more easily negotiated down. NMC has found these reports to be extremely helpful during the procurement of medical equipment to ensure it receives competitive pricing. As a result, NMC can make new product decisions with greater efficiency, transparency and supporting documentation.

This subscription previously included a license for a Medical Supply Recall Notification Tracker, however, MD Buyline discontinued that service in late 2025. Natividad is actively pursuing a replacement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No.5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No.5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 9, 2025.

FINANCING:

The cost for this renewal and amendment No. 5 is $25,859 which is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
X Administrative

Prepared by: Jason Garcia, Purchasing and Materials Support Director, 783-2375
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
MD Buyline Renewal and Amendment 5
MD Buyline Amendment 4
MD Buyline Renewal and Amendment 3
MD Buyline Renewal and Amendment 2
MD Buyline Amendment 1
MD Buyline Membership Agreement

Attachments on file with the Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 26-015

Item No.

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

January 27, 2026

Introduced: 1/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 5 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for subscription and consulting services, extending the agreement an additional 1 year period January 3, 2026 through January 2, 2027 for a revised full agreement term of January 3, 2018 through January 2, 2027, and adding $25,859 for a revised total agreement amount not to exceed $250,229.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 5 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for subscription and consulting services, extending the agreement an additional 1 year period January 3, 2026 through January 2, 2027 for a revised full agreement term of January 3, 2018 through January 2, 2027, and adding $25,859 for a revised total agreement amount not to exceed $250,229.

SUMMARY:

Natividad is seeking to extend the current agreement with MD Buyline for it's quote subscription services.

DISCUSSION:

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This subscription previously included a license for a Medical Supply Recall Notification Tracker, however, MD Buyline discontinued that service in late 2025. Natividad is actively pursuing a replacement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No.5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No.5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 9, 2025.

FINANCING:

The cost for this renewal and amendment No. 5 is $25,859 which is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
X Administrative

Prepared by: Jason Garcia, Purchasing and Materials Support Director, 783-2375
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
MD Buyline Renewal and Amendment 5
MD Buyline Amendment 4
MD Buyline Renewal and Amendment 3
MD Buyline Renewal and Amendment 2
MD Buyline Amendment 1
MD Buyline Membership Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

RENEWAL AND AMENDMENT NO. 5
TO MEMBERSHIP SUBSCRIPTION AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Renewal and Amendment No. 5 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member" or "Customer"), and MD Buyline, Inc., a symplr company ("MD Buyline" or "symplr").

RECITALS

WHEREAS, the Agreement was executed with Customer and symplr for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Customer and symplr amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for subscription services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for subscription services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

WHEREAS, Customer and symplr amended the Agreement via Amendment No. 4 to extend the term for an additional 1 year period, beginning January 3, 2025 and to extend through January 2, 2026 for a revised full Agreement term of January 3, 2018 through January 2, 2026 to allow for the subscription services to continue for an additional $27,933.12 for a revised total Agreement amount not to exceed $224,370.12; and

WHEREAS, the Agreement expired on January 2, 2026; and

WHEREAS, Customer and symplr agree to renew and amend the Agreement retroactive to January 3, 2026 via Renewal and Amendment No. 5 to extend the term for an additional 1 year period, beginning January 3, 2026 and to extend through January 2, 2027 for a revised full Agreement term of January 3, 2018 through January 2, 2027 to allow for the subscription services to continue for an additional $25,859.43 for a revised total Agreement amount not to exceed $250,229.55

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, and Amendment No. 4 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

"The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2027 unless sooner terminated pursuant to the terms of this Agreement.

The Annual Fee for 2026 shall be $25,859.43.

Revised total Agreement amount shall not exceed $250,229.55.

Customer shall no longer receive the Recall Tracker and SmartMatch solutions. The Annual Fee is revised to reflect the discontinuation of such solutions.

Furthermore, Customer shall continue to receive the SOS solution on a per project basis and only when requested by Customer."

2. This Renewal and Amendment No. 5 shall be effective retroactively on January 3, 2026.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 5 on the basis set forth in this document and have executed this Renewal and Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 12/19/2025 | 2:59 PM PST

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 12/22/2025 | 10:07 AM PST

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: Signed by: Won Kim E400F632FDBC457...
(Signature of: Chair, President, or Vice-President)

Won Kim VP FP & A
Name and Title

Date: 12/15/2025 | 8:12 AM CST

By: Signed by: 6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch CFO
Name and Title

Date: 12/15/2025 | 11:20 AM CST

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

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 Mary L. Adams to:

Agreement No.: A-14537 ; Amendment No.: 4
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-14537) with MD Buyline, Inc., a symplr company, for medical equipment pricing analysis subscription services, extending the agreement an additional one (1) year period for a revised full agreement term of January 3, 2018 through January 2, 2026, and adding $27,934 for a revised total agreement amount not to exceed $224,371.

PASSED AND ADOPTED on this 3rd day of December 2024, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 3, 2024.

Dated: December 9, 2024
File ID: A 24-572
Agenda Item No.: 57

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

Vicente Ramirez, Deputy

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

Agreement A-14537

AMENDMENT NO. 4
TO MEMBERSHIP SUBSCRIPTION AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Amendment No. 4 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member"), and MD Buyline, Inc., a symplr company ("MD Buyline").

RECITALS

WHEREAS, the Agreement was executed with Member and MD Buyline for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Member and MD Buyline amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for subscription services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for subscription services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

WHEREAS, Member and MD Buyline agree to amend the Agreement via Amendment No. 4 to extend the term for an additional 1 year period, beginning January 3, 2025 and to extend through January 2, 2026 for a revised full Agreement term of January 3, 2018 through January 2, 2026 to allow for the subscription services to continue for an additional $27,933.12 for a revised total Agreement amount not to exceed $224,370.12.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, and Renewal and Amendment No. 3 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
   "The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2026 unless sooner terminated pursuant to the terms of this Agreement.

   The Annual Fee for 2025 shall be $27,933.12.

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

Revised total Agreement amount shall not exceed $224,370.12.

Furthermore, Member shall continue to receive the SOS solution on a per project basis and only when requested by Member."

2. This Amendment No. 4 shall be effective on January 3, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C
Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/12/2024 | 4:21 PM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
866D21D44C43410...
Monterey County Deputy County Counsel

Date: 12/12/2024 | 3:12 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657876454AE...
Monterey County Deputy Auditor/Controller

Date: 1/22/2025 | 4:50 PM PST

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 2C93DEBC-CCC4-41DF-899C-20D7F4F73C32

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Justin Rofel
92B8AA84A925427...
(Signature of: Chair, President, or Vice-President)

Justin Rofel SVP Finance & Planning
Name and Title

Date: 11/18/2024 | 1:30 PM CST

DocuSigned by:
By: Hugo Doetsch
6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch CFO
Name and Title

Date: 11/18/2024 | 1:49 PM CST

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

DocuSign Envelope ID: C7E8A549-229E-4978-8F65-7B6A515D45CE

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-14537 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for medical equipment pricing analysis services plus associated consulting services, extending the agreement an additional one (1) year period (January 3, 2024 through January 2, 2025) for a revised full agreement term of January 3, 2018 through January 2, 2025, and adding $26,352 for a revised total agreement amount not to exceed $196,437.

PASSED AND ADOPTED on this 11th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 11, 2024.

Dated: June 12, 2024
File ID: A 24-254
Agenda Item No.: 19

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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Agreement A-14537

RENEWAL AND AMENDMENT NO. 3
TO MEMBERSHIP AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Renewal and Amendment No. 3 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member"), and MD Buyline, Inc., a symplr company ("MD Buyline").

RECITALS

WHEREAS, the Agreement was executed with Member and MD Buyline for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Member and MD Buyline amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Member and MD Buyline currently wish to renew and amend the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Renewal and Amendment No. 2 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
   "The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2025 unless sooner terminated pursuant to the terms of this Agreement.

   The Annual Fee for 2024 shall be $26,352 (an 8% increase from previous year)

   Revised total Agreement amount shall not exceed $196,437.

   Furthermore, Member shall continue to receive the SOS solution on a per project basis and only when requested by Member."

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2. Section 5.1, "**TERMINATION**" of the Original Agreement shall be removed in its entirety.

3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Renewal and Amendment No. 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

4. This Renewal and Amendment No. 3 shall be effective retroactively on January 3, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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DocuSign Envelope ID: 1E959FCA-463A-4DCF-BD42-1AF0170B565D

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles R. Harris 4E1F837D204E481...
Charles R. Harris, CEO

Date: 6/17/2024 | 9:25 AM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta 698D21D44C4341D...
Monterey County Deputy County Counsel

Date: 5/21/2024 | 12:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 3E7E857875454AE...
Monterey County Deputy Auditor/Controller

Date: 5/21/2024 | 2:52 PM PDT

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: DocuSigned by: Justin Rofel 92CDA4044A9E5A57...
(Signature of: Chair, President, or Vice-President)

Justin Rofel
Name and Title

Date: 5/2/2024 | 6:13 PM CDT

By: DocuSigned by: Hugo Doetsch 6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch
Name and Title

Date: 5/2/2024 | 1:30 PM CDT

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14537; Amendment No.: 2
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-14537) with MD Buyline, Inc. for medical equipment pricing analysis services plus associated consulting services, extending the agreement an additional two (2) year period (January 3, 2022 through January 2, 2024) for a revised full agreement term of January 3, 2018 through January 2, 2024, and adding $48,089 for a revised total agreement amount not to exceed $170,085.

PASSED AND ADOPTED on this 26th day of April 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 April 26, 2022.

Dated: May 3, 2022
File ID: A 22-154
Agenda Item No.: 34

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: B58EDB07-F3F1-4E64-A374-55E602F865E1

Original Agreement No. (A-14537)

**RENEWAL AND AMENDMENT
NO. 2 TO THE SERVICES
AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY)
AND MD BUYLINE, INC., A SYMPLR COMPANY
FOR
SUBSCRIPTION AND CONSULTING SERVICES**

This Renewal and Amendment No. 2 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and MD Buyline, Inc., a symplr company (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and MD Buyline, Inc., a symplr company had previously entered into an Agreement for Services (hereinafter "Agreement") on January 3, 2018 for membership services to NMC with a four year term and a total Agreement amount not to exceed $91,996; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services and an additional $30,000 thereby increasing the total Agreement amount to $121,996 with no change to the agreement term of January 3, 2018 through January 2, 2022;

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for services to continue and to increase the amount payable by $48,089 for a total Agreement amount of $170,085.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
   "The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2024. unless sooner terminated pursuant to the terms of this Agreement.

   The Annual Fee for 2022 shall be $23,689 (a 3% increase from prev year)
   The Annual Fee for 2023 shall be $24,400 (a 3% increase from prev year)

   Furthermore, Client shall continue to receive the SOS solution on a per project basis and only when requested

to by Client."

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1 or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.

3. This Renewal and Amendment is effective retroactively on January 3, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, ~~Interim~~ CEO

Date: 5/9/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 3/31/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: 4/1/2022

CONTRACTOR

MD BUYLINE, INC., A SYMPLR COMPANY
CONTRACTOR's Business Name
Signature instructions below

By: DocuSigned by: _____

K.C. Attaya, VP Controller
Name and Title

Date: 3/31/2022 | 11:26 AM CDT

By: DocuSigned by: _____

Jordan Copland, Chief Financial Officer
Name and Title

Date: 3/31/2022 | 11:32 AM CDT

SIGNATURE 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 (2 signatures required).

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 (2 signatures required)

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 signature required)

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Jane Parker to:

Agreement No.: A-14537, Amendment No.: 1
Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the membership agreement with MD Buyline Inc. for subscription and consulting services, adding $30,000 for a revised total agreement amount not to exceed $121,996 with no changes to the agreement term of January 3, 2018 through January 2, 2022.

PASSED AND ADOPTED on this 22nd day of October 2019, by the following vote, to wit:

AYES: Supervisors Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: Supervisor Alejo

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 22, 2019.

Dated: October 25, 2019
File ID.: A 19-370
Agenda Item No.: 24

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

Julian Lorenzana

Julian Lorenzana, Deputy

AMENDMENT NO. 1 TO THE MEMBERSHIP AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND MD BUYLINE, INC.

This is the First Amendment to the Membership Agreement between MD Buyline, Inc. ("Company") and The County of Monterey on behalf of Natividad Medical Center ("Client").

RECITALS

WHEREAS, Company and Client entered into a Membership Agreement (the "Agreement") dated January 3, 2018 with a forty eight month term through January 2, 2022 at a total cost of $91,996; and

WHEREAS, Company and Client desire to amend the Agreement to add consulting services to yield cost savings related to equipment and relevant equipment maintenance at an additional estimated cost not to exceed $30,000 for a revised total Agreement amount of $121,996, with no change to the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. On a per project basis and only when requested to by Client, Company will assist with collecting competitive pricing for hospital equipment and/or maintenance plans, and shall also make recommendations to Client to assist with cost negotiation for equipment and maintenance plans. In some situations Client may have Company perform equipment price negotiations under direction from Client. Such activity shall include but is not limited to:

   a. Provide financial comparative analysis of hospital's existing maintenance plans;
   b. Provide consultation regarding maintenance price negotiations;
   c. Provide consultation regarding equipment acquisition price negotiations;
   d. Provide consultation regarding labor and parts pricing negotiations; and
   e. Provide alternative service vendor negotiations.

2. Client agrees to provide Company with the Consulting Service Base Information necessary to perform/trace/complete their Consulting Services.

3. Motivation: Savings realized through the Consulting Service will be divided as follows:

	To Client	To Company
Shared %	70%	30%

These savings will be calculated on per project basis at which time as a purchase order has been issued by the Client, or Client personnel has informed Company that a vendor selection has been made.

4. CLIENT RESPONSIBILITIES: Client agrees, at their sole discretion, to allow Company to perform Consulting services upon equipment related events estimated to be in excess of $10,000. Client agrees to engage Company only on those projects that are approved for purchase and in final configuration.

5. PURCHASES: Items purchased by Client within 180 days of the original purchase date of similar items, from a specific vendor involving Company, will be included in the Company guaranteed saving program. In the event where Client presents Company with pricing for a new item and Client chooses to purchase a used/demo/refurbished product, Company will accept a 25% reduction from Savings calculated.

6. EVENT SPECIFICS: Any changes to original event specifications initiated by Client (i.e. equipment configuration, scope of service coverage, quantity purchased, etc.) must be:

   a. Communicated to Company via normal business channels. Company will communicate changes directly with vendor (s).
   b. New benchmark price will be established by Company based upon vendor pricing structure originally negotiated by Client.
   c. Cost savings will be determined based upon Company negotiated vendor pricing structure.

DEFINITIONS:

GENERAL

1. Equipment Related Event – Any capital equipment related activity in excess of $10,000. This shall include equipment acquisitions, preventative/corrective maintenance, part replacement/acquisition, service contracts, warranty extensions, equipment relocation/modifications, leases, etc.
2. At Client's Sole Discretion - For any given equipment related event, the situation allows for Company involvement as determined by the Client.
3. Multi-Year Service Agreements - For multiyear service agreements, savings will be calculated on full term of contract with a 4% time value discount included.

Consulting - Sourcing Optimization Service Definitions:

1. Company Sourcing Project Cover Page – Complete Company information defining customer project requirements, needs, specifications, etc.
2. Consulting Service Base Information – Completed Company Sourcing Project Cover Page, complete copy of Incumbent Quote, copy of Client Purchase Order, and ongoing support as necessary to determine when equipment related event has closed.
3. Incumbent Quote – Complete copy of vendor quote secured through the Client's efforts.
4. Original Benchmark Price – The valid price set forth in the incumbent quote(s) and included on the Company Sourcing Project Cover Page.
5. Savings - Shall be defined as any reduction from Original Benchmark Price. Additionally, savings shall include any extra features, promotions, enhancements, upgrades, or other items of value provided m a result of Company involvement and accepted by Client.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center	**MD Buyline, Inc.**
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President
10/25/19	Jacob Sorg, COO
Date	Printed Name and Title
	9/10/2019
Approved as to Legal Provisions:	Date
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
10/4/19	Eric Ingram, CFO
Date	Printed Name and Title
	9/10/2019
Approved as to Fiscal provisions:	Date
Monterey County Chief-Deputy Auditor-Controller	Signature Instructions
10-4-19	For 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 (two signatures required).
Date	

md buyline

2711 North Haskell Avenue, Suite 1450 | Dallas, TX 75204
800-375-5463 | www.mdbuyline.com

MD Buyline, Inc. Membership Agreement for Natividad Medical Center ("Member")

This Membership Agreement, including the Terms of Use (as defined below) and each Order Schedule (as defined below), constitute the complete agreement between the County of Monterey on behalf of undersigned Member and MD Buyline, Inc., with its principal place of business at 2711 North Haskell Avenue, Suite 1450, Dallas, TX 75204 ("**MD Buyline**"), and is effective as of the Effective Date (as defined below) (collectively the "**Agreement**"). Member acknowledges that MD Buyline's Registration Terms and Conditions (the "**Terms of Use**" included as Exhibit A) are a part of this Agreement and each Order Schedule entered into as set forth below and as may be amended from time to time via an amendment signed by both parties. By signing this Membership Agreement, Member consents to, and agrees to be bound by, the Terms of Use, which are incorporated herein and made a part hereof by reference as Exhibit A. The parties acknowledge that MD Buyline is being engaged by Member as an advisor to analyze products and services being purchased by Member to reduce costs that are in the best interest of the Member and its constituents.

1. ORDER SCHEDULE:

The initial subscription based data and related services purchased by the Member in accordance with this Membership Agreement (the "**Services/Products**") and their applicable descriptions, the Levels of Access (if applicable), the term from the Start Date (the "**Agreed Term**"), the Annual Fees for the Services/Products, the Member's Covered Entities and Primary GPO designations are set forth in the Order Schedule below. MD Buyline may periodically update the names and deliverables for each Service/Product and shall notify member of the same (it being acknowledged that aforementioned updates shall not reduce or diminish any of the Services/Products subject to an existing Order Schedule). If the Member desires to add Services/Products or upgrade/expand the level of service or access of its Services/Products or otherwise modify a term below, an amendment signed by both parties and a new Amended Order Schedule will be required.

Initial Order Schedule:

A. General:

Service/Product Name	New / Renewal	Maximum Authorized Users	Start Date	Agreed Term (Months from the Start Date as defined in the Effective Date)	Annual Fee $
Buyline Premium Subscription Only	New	Unlimited	When signed by last Party	48	$22,999 (48 month total is $91,996)
Buyline Recall Tracker Subscription Only	New	Unlimited	When signed by last Party	48	
SmartMatch	New	Unlimited	When signed by last Party	48	

B. *Service/Product Descriptions:*

The following further describes the Services/Products set forth above and specifies any additional terms unique to a specific Service/Product.

Service / Product Name / Level of Access / Description
Buyline Premium – Combines Buyline Capital and Buyline HCIT.
Buyline Recall Tracker – Easy-to-use tool to address product recalls efficiently and accurately, including audit-quality assurance reports and customized, role-based workflows designed to accommodate single- and multi-facility healthcare systems.
SmartMatch - Personalized approach to tracking and identifying recalls relevant to your facility that improves efficiency and reduces risk by automatically matching recalls to your facility's purchase history.

C. *Covered Entities/Facilities:*

The following sets forth the Member's entities/facilities entitled to receive the Service/Products set forth in the Order Schedule above:

Name	Address	# of Licensed Beds
Natividad Medical Center	1330 Natividad Road Salinas, California 93912	152
	Total Licensed Beds:	**152**

Quotes, contracts and other service request submitted for additional subscriber entities/facilities not listed above will not be processed and can be added to this Agreement via an amendment signed by both parties for an additional fee to be determined at that time.

If member acquires facilities with existing MD Buyline agreements, those facilities can he added to the member's agreement once the acquired facility's existing MD Buyline agreement expires. If member is acquired by another MD Buyline member, they may be added to the acquiring member's agreement upon the expiration of this agreement.

Covered facilities removed from Agreement, will not result in a reduction of fees unless otherwise noted.

D. *Primary GPO Designation:*

The following sets forth the Member's primary Group Purchasing Organizations:

Primary GPO	GPO ID #
Vizient	

Member acknowledges they are not a group purchasing organization and the services received under this agreement are for the use of only Member owned and operated facilities listed under this agreement. In the event that Member becomes a group purchasing organization, MD Buyline reserves to right to increase the membership fees for the remainder of the Agreed Term or Renewal Term if applicable.

2. TERMS:

Membership Responsibility
In order to allow MD Buyline to advise Member appropriately, the Member shall cause each of its Covered Entities set forth in Order Schedule to make their best effort to submit final purchase orders for healthcare product purchases that were analyzed by MD Buyline for its organization. A Member purchasing Buyline Consumables Benchmarking or Buyline Value Analysis will submit monthly or quarterly spend reports containing all purchased supply items electronically by email or FTP according to MD Buyline's data formatting and submission procedures beginning on the Effective Date of this Membership Agreement.

Annual Billing
MD Buyline will invoice the Member annually in advance for all Services/Products. All payments are due net 30 days from receipt of a certified invoice by the County of Monterey Auditor-Controller.

3. INSURANCE:

3.1 Evidence of Coverage:
Prior to commencement of this Agreement, MD Buyline 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.

This verification of coverage sball be sent to Member's Contracts/Purchasing Department, unless otherwise directed. MD Buyline shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance

required and Member has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 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 hy Member's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements: Without limiting MD Buyline's duty to indemnify, MD Buyline shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

3.4 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

3.5 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 comhined single limit for Bodily Injury and Property Damage of not less than $500,000 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

3.6 Workers' Compensation Insurance, If MD Buyline employs other 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 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.)

☐ Exemption/Modification (Justification attached; suhject to approval)

3.7 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, MD Buyline 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 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

4. OTHER INSURANCE REQUIREMENTS:

4.1 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 MD Buyline completes its performance of services under this Agreement.

4.2 Each policy shall provide coverage for MD Buyline and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

4.3 **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.**

4.4 Prior to the execution of this Agreement by Member, MD Buyline shall file certificates of insurance with Member's Contracts/Purchasing Department, showing that the MD Buyline 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.

4.5 MD Buyline 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 Member, annual certificates to Member's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Member shall notify MD Buyline and MD Buyline shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by MD Buyline to maintain such insurance is a default of this Agreement, which entitles Member, at its sole discretion, to terminate the Agreement immediately.

5. TERMINATION:

5.1 During the term of this of this Agreement, Member may terminate the Agreement for any reason by giving written notice of termination to MD Buyline 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, MD Buyline will refund the customer for any paid for, but not yet used, services. This refund will be issued within (30) days of the effective date of termination.

5.2 Member may cancel and terminate this Agreement for good cause if after Member's written notice to MD Buyline specifying such Good cause (the "Good Cause Notice"), MD Buyline is unable to cure such good Cause within 30 days of its receipt of such Good Cause Notice. "Good cause" includes the failure of MD Buyline to perform the required services at the time and in the manner provided under this Agreement. If Member terminates this Agreement for Good cause, Member may be relieved of the payment of any consideration to Md Buyline, and Member may proceed with the work in any manner, which Member deems proper. The cost to Member shall be deducted from any sum due MD Buyline under this Agreement.

6. INDEMNIFICATION

6.1 MD Buyline shall indemnify, defend, and hold harmless Member (hereinafter "County"), its officers, agents and employees from any third party claim, liability, loss injury or damage arising out of MD Buyline's gross negligence or willful misconduct. In the event of a claim covered by this Section the Member (the "Indemnified Party") shall give MD Buyline (the "Indemnifying Party") prompt written notice of any claim subject to indemnification; provided that the Indemnified Party's failure to promptly notify the Indemnifying Party shall not affect the Indemnifying Party's obligations hereunder except to the extent that the Indemnified Party's delay materially prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as the Indemnifying Party deems appropriate, provided that the Indemnifying Party shall not enter into any settlement without the Indemnified Party's express written consent, which consent shall not be unreasonably held. The Indemnified Party agrees to reasonably cooperate with the Indemnifying Party in the defense and settlement of any such claim, at the Indemnifying Party's expense. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. MD Buyline shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which MD Buyline is obligated to indemnify, defend and hold harmless the County under this Agreement.

7. MEMBER BILLING INFORMATION:

Natividad Medical Center, PO Box 81611, Salinas CA 93912-1611
Billing Address

Roy Creamier	creamierR@natividad.com	(831) 783-2621
Invoice Recipient Name	*Invoice Recipient Email*	*Invoice Recipient Tel. No.*

8. AUTHORIZATION:

This Membership Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. This Membership Agreement is executed to be effective as of the date signed by the last party stated below (the "**Effective Date**").

County of Monterey:

Signature/Date

1/3/18
Print Name and Title

MD Buyline:

11/26/17
Signature/Date

ERIC INGRAM CFO
Print Name and Title

APPROVED AS TO FORM AND LEGALITY
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions
12/22/17
Auditor-Controller
County of Monterey

md buyline

2711 North Haskell Avenue, Suite 1450 | Dallas, TX 75204
800-375-5463 | www.mdbuyline.com

Terms of Use
Exhibit A to MD Buyline, Inc. Membership Agreement

I. Application

These terms and conditions (these "***Registration Terms***") apply to all on-line subscription services (the "***Subscription Services***") made available by MD Buyline, Inc. ("***MDB***").

II. Definition of "you" and "your"

References to "you" or "your" in these Registration Terms mean (i) you and (ii) the entity (if any) that employs you, such as a corporation, limited liability company, partnership, or other type of legal entity. In this connection, you agree that these Registration Terms bind, extend, and apply to (a) you, (b) the entity (if any) that employs you, and (c) all of your and such entity's personnel.

III. Registration

As part of the registration process for the Subscription Services, you agree to provide (and if applicable, you agree that you have provided) accurate, current, and complete information about yourself as you may be requested in such process or from time to time. You also agree to maintain the confidentiality and security of your password, account, and other identification information and not provide it to any other person or entity. You are fully responsible for all use of, and activities that occur under, your password, account, and other identification information and for any actions that take place through your registration or access to the Subscription Services (whether conducted by you or another). You must also maintain and promptly update personal data that you provide to MDB to keep such data accurate, current, and complete. You are responsible for restricting access to your computer as necessary.

IV. License

Pursuant to these Registration Terms, MDB hereby grants you a limited, non-exclusive, and non-transferable license to access and use the Subscription Services listed in the Membership Agreement between you (or an entity on your behalf) and MDB ("***Your Membership Agreement***"). The Subscription Services consist of products and services owned and provided by MDB (the "***MDB-Owned Services***"). To the extent the Subscription Services are provided by a third party, MDB will make any additional terms required by such third party available to you for review, and if acceptable to you, these third party services shall be added to this agreement by way of an amendment signed by both parties before provisioning and charging you for such third party service (the "***Third Party Services***"). MDB reserves the right to modify the Subscription Services and their respective features and functionality at any time, without notice or warning and without liability, provided that no such modification shall materially decrease the features and functionality of the MDB-Owned Services licensed to you as of the start date of Your Membership Agreement. MDB shall have the right to add, drop, modify, or replace, all or any part of the Third Party Services at any time. MDB and MDB's licensors reserve all rights not expressly granted to you in these Registration Terms.

V. Use

You will use, and you will cause the Subscription Services to be used, only (i) in the ordinary course of your normal and ordinary internal business, (ii) for purposes that are in accordance with applicable federal, state, and local laws, rules, and regulations and (iii) in accordance with all license terms imposed by third party providers, if any, of any of the Third Party Services. You will not allow anyone to (a) circumvent any security feature of the Subscription Services, (b) use the Subscription Services to provide services (including processing, commercial timesharing, rental, sharing, application service provider, "service office," or "service bureau" arrangements) to any third party, (c) permit any third party to view, use, access, or copy the Subscription Services or (d) disclose, publish, broadcast, sell, or otherwise redistribute the Subscription Services.

VI. Subscriber Data

Some Subscription Services incorporate data supplied to MDB by you (the "***Subscriber-Provided Data***"). You represent and warrant that by voluntarily supplying such data to MDB, you do not violate any agreements you have with a third party. You further represent and warrant that, to your knowledge, all Subscriber-Provided Data is true and correct. You will remain responsible and liable for the accuracy of all Subscriber-Provided Data. You authorize MDB to act as your agent in the role of review and analysis of any selected contracts, quotes, or proposals.

VII. Confidentiality

As used in these Registration Terms, "***Confidential Information***" means all data, information, and materials (tangible and intangible) disclosed by MDB to you or received or obtained by you, pursuant to these Registration Terms, Your Membership Agreement, or the Subscription Services. You will (i) treat all Confidential Information with the same degree of care as you accord to your own confidential or proprietary information but, in no case, less than commercially reasonable care, and (ii) promptly advise MDB if you learn of any unauthorized use or disclosure of any Confidential Information. Without MDB's prior written consent, you will not disclose, copy, or use any Confidential Information, except (a) to an Authorized User (as defined in Your Membership Agreement), or (b) as required by law. The County of Monterey ("County") is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA). If County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Confidential Information described in this Agreement, County will notify MDB of the request and confer with MDB regarding an appropriate response to said request. If MDB contends that any documents are MDB's Confidential Information, not subject to the CPRA, and/or exempt from the CPRA, and MDB wishes to prevent disclosure of said documents, MDB shall instruct County to withhold said documents. If MDB fails to respond to County in writing prior to County's deadline for responding to the CPRA request, County may disclose the requested information under the CPRA without liability to MDB. MDB shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at MDB's instruction.

VIII. Disclaimers and Limitations

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS." MDB MAKES NO WARRANTIES UNDER THESE REGISTRATION TERMS OR YOUR MEMBERSHIP AGREEMENT, EXPRESS OR IMPLIED, WRITTEN OR VERBAL AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MDB WILL NOT HAVE ANY LIABILITY TO YOU OR ANYONE ELSE ARISING OUT OF, OR IN CONNECTION WITH, THESE REGISTRATION TERMS OR YOUR MEMBERSHIP AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOSS OF DATA, LOSS OF PROFITS, BODILY INJURY, INJURY TO THIRD PARTIES, LOSS OF PROPERTY OR COSTS OF COVERAGE, EVEN IF MDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MDB'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE REGISTRATION TERMS AND YOUR MEMBERSHIP AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE LIMITS OF THE INSURANCE UNDER YOUR MEMBERSHIP AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT INCREASE THE LIMITS IN THIS PARAGRAPH.

IX. Conduct / Content

Use. You agree to use the Subscription Services only for the intended purpose of the Subscription Services. In this connection, you agree that when using the Subscription Services, you will not:

- Modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup or source code of the Subscription Services or make any unauthorized changes to the Subscription Services;
- Embarrass, defame, slander, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Subscription Services to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, hateful, or unlawful topic, name, material, or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- Falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;

- Impersonate another person or entity or use any fake name or identity;
- Allow any other person or entity to use your identification for posting or viewing comments;
- Restrict or inhibit any other user from using and enjoying the Subscription Services;
- Violate any code of conduct or other guidelines that may be applicable to the Subscription Services;
- Harvest or otherwise collect information about others, without their prior, express, and written consent; or
- Violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights.

Submissions. By posting, uploading, inputting, providing, submitting, or furnishing information or materials to or regarding the Subscription Services, including all Subscriber-Provided Data (collectively the "***Submissions***"), you are granting MDB and MDB's affiliated companies an irrevocable, perpetual, worldwide, royalty-free, and fully-paid license to possess, use, disclose, publish, modify, display, distribute, and prepare derivative works of all Submissions (including all Subscriber-Provided Data), provided however the Submissions shall in all instances be anonymized prior to MDB's use of such Submissions for any customer other than you..

No compensation will be paid with respect to the use of your Submissions. By posting, uploading, inputting, providing, submitting, or furnishing your Submissions, you represent and warrant that you own or otherwise control all of the rights to your Submissions as described in these Registration Terms, including all the rights necessary for you to provide, post, upload, input, submit, or furnish the Submissions.

Monitoring. MDB has no obligation to monitor the Submissions or any other aspect of the Subscription Services. However, MDB reserves the right to review the Submissions at any time and from time to time and to refuse to post and remove any Submission or such other materials in MDB's sole discretion (regardless of the reason). MDB assumes no liability relating to MDB's monitoring or removal acts or omissions. MDB does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Subscription Services will be entirely free of illegal, offensive, or otherwise inappropriate material or that users of the Subscription Services will not encounter inappropriate or illegal conduct from others.

User Representations

You represent and warrant the following:

- You have entered into a Membership Agreement with MDB, and/or you are an Authorized User;
- (i) you are at least 18 years of age, (ii) your use of the Subscription Services is legal in, and does not violate any laws or rules of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Subscription Services, (iii) you possess the legal

right and ability to enter into these Registration Terms and Your Membership Agreement and to use the Subscription Services in accordance with these Registration Terms and Your Membership Agreement, (iv) your use of the Subscription Services shall be in accordance with these Registration Terms and Your Membership Agreement, and (v) your use of the Subscription Services shall be in accordance with all applicable laws and regulations;

 You will not (i) use the Subscription Services in any manner that could damage, disable, overload, or impair the Subscription Services or interfere with any other party's use and enjoyment of the Subscription Services, (ii) obtain, or attempt to obtain, any materials, information, or other content through any means not intentionally made available or provided for through the Subscription Services, or (iii) circumvent, or attempt to circumvent, any security feature of the Subscription Services;

 You have all necessary right and authority to submit the Submissions to MDB; and You have the requisite knowledge and good faith basis to use the Subscription Services as intended by MDB.

X. Suspension/Termination of Access

If you use or attempt to use the Subscription Services in a manner that is contrary to these Registration Terms or Your Membership Agreement or breach or threaten to breach these Registration Terms or Your Membership Agreement, then MDB may, without liability, immediately (i) suspend any and all Subscription Services until such use, breach, or threatened breach is cured to MDB's reasonable satisfaction (including, if applicable, the payment of all outstanding interest and collection fees) or (ii) terminate your access to the Subscription Services and/or Your Membership Agreement.

Upon termination of Your Membership Agreement for any reason, (i) you will immediately discontinue use of the Subscription Services and (ii) all licenses granted to you by MDB will immediately terminate. Termination of Your Membership Agreement will not discharge any of your pre-existing payment obligations.

XI. Miscellaneous

Any notices or communications to be given under these Registration Terms or Your Membership Agreement by a party to the other party will be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the Information Sheet to Your Membership Agreement. Notices delivered personally, by courier, or by electronic mail will be deemed communicated as of actual receipt (or refusal) by the addressee. A party may change its address for notice under these Registration Terms and Your Membership Agreement by giving prior notice to the other party of such change in the manner provided in this paragraph.

MDB will not be in default of these Registration Terms or Your Membership Agreement by reason of any failure of MDB's performance under these Registration Terms or Your Membership Agreement if such failure results, whether directly or indirectly, from a cause beyond MDB's reasonable control, including any (i) local law, statute, or regulation, (ii) act of God, (iii) war or terrorism, (iv) civil disturbance, (v) act of government or (vi) actions of a third party.

These Registration Terms and Your Membership Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and the parties' respective successors and permitted assigns. These Registration Terms and Your Membership Agreement may be changed, waived or discharged only pursuant to a written agreement between the parties. The waiver or failure of a party to exercise in any respect any right provided for under these Registration Terms or Your Membership Agreement will not be deemed a waiver of any further right under these Registration Terms or Your Membership Agreement by such party. Each party shall pay all of such party's own expenses relating to the negotiation and preparation of these Registration Terms and Your Membership Agreement, including the fees and expenses of such party's counsel.

These Registration Terms and Your Membership Agreement (i) embody the entire agreement and understanding between the parties relating to the subject matter of these Registration Terms and Your Membership Agreement and (ii) supersede all prior agreements and understandings relating to the subject matter of these Registration Terms and Your Membership Agreement. These Registration Terms and Your Membership Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. These Registration Terms and Your Membership Agreement do not create, and will not be construed as creating, any right enforceable by anyone not a party.

A breach or threatened breach of these Registration Terms or Your Membership Agreement by you may cause irreparable harm and injury to MDB for which money damages are inadequate. In the event of such breach or threatened breach, MDB shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

The provisions of these Registration Terms and Your Membership Agreement are severable, and in the event any provision of these Registration Terms or Your Membership Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. MDB's waiver of a breach of any provision of these Registration Terms or Your Membership Agreement by you shall not operate or be construed as a waiver by MDB of any subsequent breach by you.

A printed version of these Registration Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Registration Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Registration Terms and all related documents be drawn up in English as spoken in the United States.

If you are aware of any violations of these Registration Terms or Your Membership Agreement or if you have any questions or comments regarding these Registration Terms or Your Membership Agreement, please contact us at info@MDBuyline.com.

All trademarks, service marks, and trade names displayed on the Subscription Services are proprietary to MDB or MDB's licensors, all of which are the property of their respective owners.

County of Monterey

Board Report

Legistar File Number: A 26-016

Item No.26

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

January 27, 2026

Introduced: 1/9/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a standard agreement with Comtel Systems Technology, Inc for software maintenance and repair to the Rauland Nurse Call system services at NMC for an amount not to exceed $395,597 with an agreement term February 1, 2026 through January 31, 2031.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a standard agreement with Comtel Systems Technology, Inc for software maintenance and repair to the Rauland Nurse Call system services at NMC for an amount not to exceed $395,597 with an agreement term February 1, 2026 through January 31, 2031.

SUMMARY:

The proposed agreement with Comtel Systems Technology, Inc. provides five (5) years of software maintenance and support for Natividad Medical Center's Rauland Responder 5 Nurse Call system. The agreement ensures continued access to technical support, software fixes, security updates, and manufacturer-released software updates that are necessary to maintain the stability, reliability, and regulatory readiness of the Nurse Call system.

DISCUSSION

The Rauland Responder 5 Nurse Call system is a mission-critical clinical communication tool used throughout Natividad Medical Center to enable patients, nurses, and other clinical staff to communicate quickly and reliably. The system supports patient safety by allowing patients to request assistance, enables staff to respond efficiently to alarms and events, and helps coordinate care at the bedside and across units. To ensure this system remains secure, stable, and supported, Natividad Medical Center requires ongoing software maintenance and access to technical support from a qualified, authorized Rauland dealer.

Comtel Systems Technology, Inc. is the authorized Rauland distributor and service provider for Natividad Medical Center's Responder 5 system. The proposed five-year Software Maintenance and Service Agreement covers manufacturer-required software maintenance fees, software patches and fixes, and security and feature updates for the Responder 5 application. The

agreement also provides for remote monitoring and troubleshooting via a secure VPN connection, telephone support to hospital staff, and implementation of software updates necessary to resolve system issues.

In addition to the recurring maintenance and support, the agreement includes funding for software-related services on a time and materials basis. These services may include configuration changes, implementation of new software features, or other software upgrades that become advisable during the term of the agreement. Comtel Systems Technology, Inc. will perform such enhancements at the hourly rates specified in the agreement, with any additional work authorized in advance by Natividad Medical Center. This structure allows Natividad Medical Center to plan for known maintenance costs while retaining flexibility to implement needed improvements over the five-year period.

The services under this agreement are beneficial to Natividad Medical Center because they help ensure that the Nurse Call system remains current with manufacturer-released updates, operates reliably on supported platforms, and is promptly restored in the event of a software malfunction. Maintaining support coverage mitigates the risk of prolonged downtime that could disrupt communications between patients and caregivers, and it reduces the likelihood of unplanned emergency repairs at higher, non-contract rates. The agreement's provisions governing remote access and customer responsibilities also help ensure that the system is operated in a secure and compliant manner.

These services are also beneficial to patients and clinical staff. A stable and properly maintained Nurse Call system supports timely response to patient needs, enhances patient safety and satisfaction, and contributes to efficient nursing workflow. Prompt application of software fixes and security updates helps protect the integrity and availability of the system, which in turn supports the hospital's ability to provide safe and reliable care.

This item represents a renewal and continuation of software maintenance and support for the existing Responder 5 system rather than a change in system platform. This agreement ensures continuity of support for a critical clinical communication system and aligns with Natividad Medical Center's commitment to safe and reliable patient care.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 9, 2026.

FINANCING:

The cost for this agreement is $395,597 of which $79,119 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

Maintaining reliable clinical communication systems, such as the Rauland Responder 5 Nurse Call system supports safe and resilient communities by enhancing patient safety, care coordination, and emergency response within Natividad Medical Center. Ongoing software maintenance and support ensure that this critical system remains secure, up to date, and available when needed, thereby strengthening the hospital's ability to provide consistent, high-quality care to Monterey County residents.

_X_ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Ari Entin, Hospital Chief Information Officer, 783-2564
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Comtel Systems Technology, Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 1/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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_X_ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
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__ Administrative

Prepared by: Ari Entin, Hospital Chief Information Officer, 783-2564
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Comtel Systems Technology, Inc. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 6A2F2866-53B9-4659-A2FE-7B2D8F24F376

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN $200,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center ("COUNTY"), a general acute care teaching hospital wholly owned and operated by the County, and Comtel Systems Technology, Inc. (hereinafter "CONTRACTOR", collectively COUNTY and CONTRACTOR are referred to as the "Parties").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows:
   Provide NMC with software maintenance and repair on the Rauland Nurse Call system .

2. **PAYMENTS BY COUNTY.** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **$** 395,597.00 **.**

3. **TERM OF AGREEMENT.**

   3.1. The term of this Agreement is from February 1, 2026 through January 31, 2031 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.

   3.2. COUNTY reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

   Exhibit A: Scope of Services/Payment Provision

   Exhibit B: County of Monterey Travel Policy

   Exhibit C: BAA

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5. **PERFORMANCE STANDARDS.**

5.1. 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 COUNTY, or immediate family of an employee of COUNTY.

5.2. 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.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. 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. COUNTY shall certify the invoice, either in the requested amount or in such other amount as 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. **TERMINATION.**

7.1. During the term of this Agreement, 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

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the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. 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, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 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 COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "COUNTY"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 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 Natividad's Contracts 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 COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 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,

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according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contracts Department Manager.

9.3 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability 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 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts Department, 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 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 Natividad's Contracts Department. 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 the Agreement immediately.

10. 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 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.

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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. 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 or $10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of 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 other to do so, all 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. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of 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. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent

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employment with 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 and the County of Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Comtel Systems Technology, Inc. Attn: _____ Address: _____ City, State, Zip: Sunnyvale, CA 94089 FAX: _____ Email: _____

15. MISCELLANEOUS PROVISIONS.

15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the CONTRACTOR.

15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by 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.

15.4 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.

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15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.6 Assignment and Subcontracting: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of 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.

15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.9 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 each of COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement: 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 Integration: This Agreement, including the exhibits, represents the entire Agreement between 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.

15.16 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.

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COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 12/19/2025 | 2:52 PM PST

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 12/19/2025 | 5:04 PM PST

CONTRACTOR

Comtel Systems Technology, Inc.
Contractor's Business Name*** (see instructions)

DocuSigned by: Jarod Bohm 36177106EE6A44D...
Signature of Chair, President, or Vice-President

Jarod Bohm VP of Operations
Name and Title

Date: 12/12/2025 | 12:28 PM PST

By: DocuSigned by: Johnathan Hasserd CACD4DFFAE7D45B...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Johnathan Hasserd VP, Sales and Marketing
Name and Title

Date: 12/12/2025 | 12:33 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 (two signatures required).
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 (two signatures required).
If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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EXHIBIT A: Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide the hospital with software maintenance on the Rauland Nurse Call system which shall include software upgrades, firmware upgrades, error fixes or software feature enhancements.

II. CONTRACTOR Obligations:

a. Service Support – Remote

CONTRACTOR shall provide technical support service to Hospital's support staff during normal business hours (7:30 am – 4:30 pm, PST local time) excluding holidays, unless otherwise noted. Service shall consist of a secured VPN computer connection with Hospital's existing Responder 5 system that enables CONTRACTOR to pinpoint and troubleshoot system problems and correct them in addition to providing telephonic support to Hospital's support staff in areas of system problem solving. Included in this service will be any necessary Responder 5 Software updates required to resolve system problems.

For Software Maintenance Services rendered during non-Business Hours, the COUNTY will be charged at CONTRACTOR's then current hourly rate as stated in the breakdown sheet below:

RATE OF SERVICES	HOURLY RATE
Standard Rate (Monday through Friday)	$245.00
Professional Services	$265.00
Non-Business Rate	$367.50
Holiday Rate	$490.00
Mileage	Exhibit B

CONTRACTOR agrees to advise the Hospital prior to commencing any work that would result in such per hour charge. Moreover, the Hospital authorizes, as part of CONTRACTOR maintenance program, qualified technicians to monitor and troubleshoot, via high-speed secured and protected internet access (VPN), Hospital Responder 5 Software. COUNTY will be provided appropriate contact information for support upon signing of agreement.

b. Service Support – On-site

On-site service and support of the System by CONTRACTOR's Certified Technicians will be scheduled at a mutually convenient time if CONTRACTOR remote efforts to service and support the System fail. Hospital will incur no additional costs for System problems, errors or malfunctions, which are identified and remedied during any on-site service and support call and mutually determined to be the fault of CONTRACTOR / Rauland or the fault of any software or hardware for which CONTRACTOR has responsibility.

COUNTY agrees to pay CONTRACTOR then prevailing hourly rate plus reimbursement of reasonable and necessary travel expenses in accordance with Monterey County Travel and Business Expense Reimbursement Policy for System problems, errors or malfunctions, CONTRACTOR and the Hospital to be the result of error or some other fault of Hospital or Hospital's service and support obligations as pertains to non-proprietary hardware and non-proprietary software.

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c. New Releases

As part of the Agreement, any new software release, which may include generally available error corrections, modifications, maintenance patch releases, enhancements, and revised user documentation, shall be provided to the Hospital. Notwithstanding the foregoing, stand-alone error corrections that are not part of a new release shall not be independently supported but shall be incorporated into the next software release. If Hospital installs a new software release, they may continue to use the previous version of the software for up to ninety (90) days in order to assist in the transition to the new release. Once the transition to the new software is completed, use of the previous software version will be discontinued.

d. Installation of New Software is Included

All labor required to install each of the Rauland software releases is included in this agreement. It is assumed that due to the impact to the hospital, such software upgrades will occur after-hours, on weekends or holidays.

Labor expended waiting to resolve server and SQL access or permissions issues is included in this agreement and will be billed at the current published rate for service, including any applicable overtime premium as stated in the breakdown sheet below:

RATE OF SERVICES	HOURLY RATE
Standard Rate (Monday through Friday)	$245.00
Professional Services	$265.00
Non-Business Rate	$367.50
Holiday Rate	$490.00
Mileage	Exhibit B

e. Post Upgrade Testing

Upon completion of any software upgrade, our technician shall perform sample testing by triggering one of each call type in each nursing area/unit. The Hospital will provide one person to assist in this testing. Testing beyond this sampling rate is included in this agreement and will be billed at the current published rate for service, including any applicable overtime premium as stated in the breakdown sheet below:

RATE OF SERVICES	HOURLY RATE
Standard Rate (Monday through Friday)	$245.00
Professional Services	$265.00
Non-Business Rate	$367.50
Holiday Rate	$490.00
Mileage	Exhibit B

f. Procurement of Additional Software Modules

Any additional software purchased by the Hospital during the term of this Agreement shall be added to this Agreement via an Amendment as stated in **Section 15.2 "Amendment"** of the Agreement, and will result in an increase of yearly fees.

g. Software Obsolescence

CONTRACTOR is not responsible for obsolescence of the Software, Third Party Software and/or Hardware that may result from changes in the Hospital's requirements or changes in the software technology industry.

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From time to time, an upgrade of the Rauland software may require that other software, such as SQL server, also be upgraded or updated. If such an upgrade of third party software is required, CONTRACTOR will notify the Hospital in writing when the Hospital is notified of the release of the Rauland software upgrade. The Hospital agrees to have any such additional upgrade requirements met, prior to the arrival of the CONTRACTOR technician on site to perform the Rauland software upgrade.

III. COUNTY Obligations:

a. **The Hospital shall be responsible for the following:**

1. Providing a proper physical environment and utilities for the computers on which the software operates, including an uninterrupted power supply;
2. Selecting and training Hospital personnel so they can operate computers and related systems and so they are familiar with the accounts and records that serve as input and output for the software;
3. Procuring all communications and network services (including all cabling and cabling services) required to utilize the software locally and in a remote environment consistent with this Agreement;
4. Preparing the Designated Location for installation of the software including compliance with applicable electrical, internet, communications or telephonic requirements and other tasks as may be necessary for the environment;
5. All data entry, loading and backup archiving of system logs;
6. Establishing and maintaining adequate operational back-up and disaster recovery provisions for Hospital data in the event of a defect or malfunction that renders the software or the computer systems on which it runs non-operational;
7. Providing CONTRACTOR's personnel with the necessary physical access to the Designated Location, during normal working hours and as otherwise may be required by CONTRACTOR to allow CONTRACTOR to perform its obligations under this Agreement. CONTRACTOR will use reasonable efforts to comply with all reasonable security and safety procedures of which the Hospital has advised CONTRACTOR in writing;
8. Remote Access to System – Providing CONTRACTOR with full-time, protected & secured high-speed internet access or other communications needs in regard to the software for purposes of performing services and/or audits under this Agreement. The Hospital will be responsible for all charges associated with providing such internet access. CONTRACTOR will use reasonable efforts to comply with all of Hospital reasonable security and safety procedures associated with CONTRACTOR's remote access of the software provided the Hospital has advised CONTRACTOR in writing of such procedures.

b. **It is strongly recommended that the Hospital:**

1. Provide supervision, control and management of the use of the software;
2. Provide and implement procedures to protect and backup the software;
3. Document and promptly report all errors or malfunctions of the software to CONTRACTOR;
4. Designate and properly train two (2) individuals within their organization in the use and application of the software;

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5. Designate two (2) individuals within their organization to serve as primary contacts between the Hospital and CONTRACTOR;
6. Complete successfully an Administrator training curriculum;

IV. Confidentiality of Patient Information:

CONTRACTOR understands and agrees that it will keep all information concerning Hospital patients ("Patient Information") strictly confidential and will abide by all applicable state, federal and local laws, rules and regulations concerning the confidentiality of patient information. CONTRACTOR further acknowledges and agrees to execute amendments to this Agreement as may be required by law or regulation, including, but not limited to the HIPAA regulations (45 CFR 160 et seq.). Accordingly, CONTRACTOR agrees that it will (i) not use or further disclose Patient Information other than as permitted or required by this Agreement or as required by law, (ii) use appropriate safeguards to prevent use or disclosure of Patient Information other than as provided for by this Agreement, (iii) report any use or disclosure of Patient Information not provided for by this Agreement of which it becomes aware, (iv) ensure CONTRACTOR's agents and subcontractors agree to these same provisions, (v) make Patient Information available to the individual who is the subject of the Patient Information upon her or his request, (vi) make its internal practices, books and records relating to the use and disclosure of Patient Information available to the Secretary of Health and Human Services as required by HIPAA. Further, CONTRACTOR acknowledges and agrees that a breach of this Section may result in the termination of this Agreement. The parties shall comply with the terms of the Business Associate Agreement (the "BAA") attached to the original Agreement which is effective on February 1, 2026.

V. Pricing/Fees:

a. IT: SMA Fees – (Required Foundation)

SMA Fees – (Required Foundation)	
Inclusive of Required Option	**$ 245,597**
Required Software Fees to Rauland Borg.	
Software updates as released from the manufacture	
Software patches, fixes, security updates	
Software implementation by Comtel Systems Technology	

Year	Term	Amount
1	**February 2026 – January 2027**	**$42,652.00**
2	**February 2027 – January 2028**	**$46,284.00**
3	**February 2028 – January 2029**	**$48,592.00**
4	**February 2029 – January 2030**	**$52,500.00**
5	**February 2030 – January 2031**	**$55,569.00**

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b. ENGINEERING: Training, Preventative Maintenance, and Service Call Support Fees: $150,000.00

Training and Preventative Maintenance
QTY 4, 2-4 Hour Training Sessions to be held at Comtel Main office for Facilities- Customer can send up to 7 staff members during a single session. This is an open Q&A session with hands on troubleshooting
Annual System Preventive Maintenance Visit with written Report – One time per year
Clinical Optimization with Nursing Staff
Service Call Support Dollars- To be invoiced as needed
Support dollars to be budgeted for service calls as needed- will only be invoiced on a time and material basis.

Year	Term	Amount
1	**February 2026 – January 2027**	**$30,000.00**
2	**February 2027 – January 2028**	**$30,000.00**
3	**February 2028 – January 2029**	**$30,000.00**
4	**February 2029 – January 2030**	**$30,000.00**
5	**February 2030 – January 2031**	**$30,000.00**

c. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $395,597.

d. A minimum of four hours labor at the applicable rate for the time frame in which the upgrade was originally scheduled will be billable to the Hospital.

e. 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 ***Monterey County Travel and Business Expense Reimbursement Policy***. A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

f. 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.

g. 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.

h. 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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VI. Prevailing Wages and DIR Registration:

a. **Prevailing Wages:** 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/dlsr/DPreWageDetermination.htm.

b. **DIR Registration:** During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

c. **Posting of Prevailing Wages at Job Site:** CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

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EXHIBIT B:

TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

Revised December 11, 2012

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I. PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business.

II. SCOPE

The County travel and business expense reimbursement policy applies to all County employees, members of legislative bodies established by the Board (salaried or not), non-County employees (such as contractors who receive travel and/or business expense reimbursements) and volunteers traveling on County business.

III. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this part govern the construction of this policy. They do not necessarily apply in other County contexts.

A. Accountable Expense Reimbursement Plan

Reimbursements of travel and other business expenses to a County employee, contractor or volunteer will be considered to be made under an "Accountable Expense Reimbursement Plan" if the following three requirements are met:

- The person substantiates his or her expenses by submitting an expense report with
  1) the amount of the expenditure,
  2) the time and place of the travel or business entertainment,
  3) the business purpose of the expenditure, and
  4) the names and business relationship of any persons entertained.
- The person documents the expenses with supporting receipts, paid bills, etc. within 60 days after the expense is paid or incurred, and
- Excess advances, if any, are repaid to the County within 120 days after the expense is paid or incurred.

"County" means the County of Monterey.

B. County Business

"County business" means the activity directly related to the ordinary, necessary and/or required business functions of the County of Monterey ("County"). It does not include travel or expenses related to an employee's participation in the County's Educational Assistance Program or commuting expenses (a non-reimbursable expense).

C. County Employee

"County employee" means any County officer or employee, whether elected or appointed, filling a budgeted position approved by the Board of Supervisors.

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Independent contractors and their employees are not County employees.

D. County Traveler

"County traveler" means any County employee, authorized non-County employee (such as a contractor) or volunteer traveling on County business. Agency temporary employees are not covered by this policy and are not reimbursable for travel.

E. County Volunteer

"County volunteer" means a person, other than a County employee, who performs volunteer work authorized by a department or the Board of Supervisors for the County, such as a department volunteer, a commissioner or a member of an interview panel. It does not include agency temps, inmates, wards or probationers working for the County.

F. Home

"Home" means the actual dwelling place of the County traveler without regard to any other legal or mailing address.

G. Main or Regular Place of Work

"Main or regular place of work" means the principal place of business for the County employee or the principal location to which the County volunteer/contractor is assigned to work for the County. This may be the place at which s/he spends the largest portion of his/her regular County workday or working time or, in the case of field workers, the assigned location/headquarters to which s/he returns upon completion of regular or special assignments.

H. Meals

Meals that are 1) directly related or associated with bona fide County business matters and 2) approved for reimbursement by a member of the Board of Supervisors or a department head (or his or her designee) will be considered a reimbursable County business expense, if incurred in connection with out-of-County business travel or while conducting in-County business. Also, reimbursement for the provision of in-kind meals to employees on the business premises of the County will only be allowed if there is a substantial non-compensatory business reason for providing such meals to employees.

I. Temporary Work Location

"Temporary work location" means the place where the County employee, volunteer or contractor is assigned on an irregular or short-term basis. If an employee is assigned to a work location for no more than 35 work days during a calendar year, then the location is considered temporary. Attending conferences, meeting or training sessions away from the main or regular place of work by County employees or volunteers, or field

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workers conducting fieldwork at off-site locations, does not normally constitute assignment to another site. If the employee is assigned for more than 35 work days during the calendar year, the new location has become the main or regular place of work.

J. Vehicle

"Vehicle" means a motor vehicle, which can be legally operated on public highways.

IV. AUTHORIZATION TO TRAVEL

A. General Conditions

1. Travel will be authorized only when the travel is necessary and in the best interest of the County.

2. Advance authorization is required for all County travel, as specified in B & C.

3. Advance written authorization from the County Administrative Officer is required for all County travel by County volunteers, except as follows:

   a) Travel by appointed members of County boards, commissions, or advisory committees to and from the official meetings of their respective boards.

   b) Travel to and from the County for members of personnel interview panels, subject to authorization by the Human Resources Department.

   c) Travel to and from meetings, conferences and training covered by the County MHSA plan, subject to authorization by the Behavioral Health Program Manager or designee.

B. In-County Travel

County employees are authorized to travel within the County when said travel is required by the department and is considered a part of the routine, day-to-day official duties of the employee as defined and authorized by the department head or his/her designee. All other in-County travel requires advance authorization by the department head or his/her designee.

C. Out-of-County Travel

1. All travel outside of the County, but within the State of California, requires advance authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

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2. All travel outside of the State of California requires advance written authorization by the department head, or his/her designee. Travel by immediate staff of a member of the Board of Supervisors requires the advance authorization of the respective Board member.

3. Authorization for out-of-state travel by current members of the Board of Supervisors is subject to the guidelines established by the Board.

D. Travel Requests

Travel requests that require department head authorization shall be submitted to the department head pursuant to department policy. If the traveler is requesting a travel advance, an approved "County of Monterey Travel Request" form (usually in the form of a “white claim” or “GAX”), accompanied by all documentation relative to the request, shall be forwarded to the Auditor-Controller.

V. TRAVEL EXPENSES

A. General Conditions

1. County travelers are entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals for authorized travel, subject to the conditions set forth in this Travel and Business Expense Reimbursement Policy (“Policy”), whenever the expenses are incurred as part of his/her official duties and authorized because the County traveler is required to work, attend a school, training, meeting or convention overnight at a location sufficiently distant from main or regular place of work to qualify under this policy for meal per diem and overnight lodging.

2. Notwithstanding Section 1 above, claims shall be paid subject to the rules set forth in this Policy and statutory law. Eligibility to submit a claim does not automatically entitle the claimant to reimbursement for any and all expenses.

3. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the County Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources to travel. Said travelers shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the conditions set forth in this travel policy.

4. Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the department. If cancellation/change occurs due to direction by the County traveler's department head, or his/her designee, or the County Administrative Officer, the County department will cover the penalty cost. If the cancellation/change occurs due to a traveler's personal request or obligations, the traveler will be required to pay the

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penalty. Exceptions shall be made when a traveler is unable to travel because of hospitalization, serious sickness or death of self or an immediate family member or when the department head certifies that the reason for the employee's absence was legitimate and authorized.

B. Transportation Expenses

1. General Conditions

a) Transportation expenses are the direct costs related to movement of the County traveler from authorized point of departure to destination of travel and back to the authorized point of return.

b) All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation required by the occasion.

c) Whenever a time frame is established as criteria for eligibility for claiming, such as the requirements set forth for meals in Section V, subsection C. 1. d., estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

2. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized County travelers during the conduct of official County business is subject to the County Vehicle Use Policy.

a) Private Vehicle

(1) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel.

(2) Authorized County travelers who travel in a vehicle other than their own may not claim mileage for business use of a private vehicle but may claim reimbursement of actual fuel expenses necessary for the trip and expended by the traveler. Receipts are required and should be claimed by the employee actually paying the expense.

(3) Authorized County travelers may not claim mileage for business use of a private vehicle in the following instances:

(a) when the County traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;

(b) when the County traveler is traveling in a County or other government

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agency vehicle;

(c) when the County traveler is traveling in a rented vehicle (paid by County);

(d) when the County traveler has been assigned a County Vehicle for home retention, is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.

(4) County employee mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.

(5) County employee mileage to the temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:

(a) if the County employee is required to report to the regular or main place of work before reporting to the temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;

(b) if the County employee is required to report to the regular or main place of work after working at the temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.

(6) Mileage in conjunction with authorized County travel to and from a school, training, convention or meeting shall be based on the distance to the destination from the traveler's home or the regular or main place of work, whichever is less, except in the following cases:

(a) if the traveler is required to report to his/her work location before leaving, s/he is eligible for mileage to the school, training, convention/meeting from the work location.

(b) if the traveler is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.

(7) Appointed volunteer members of County boards, commissions, or advisory committees may claim mileage to the official meetings of their respective boards from home, and back.

(8) Members of personnel interview panels may claim mileage to the panel location from their regular or main place of work, and back.

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(9) When two or more County travelers from the same department are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of travelers and business needs of the County. If a County traveler chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the department head determines that reimbursement is appropriate and justified.

(10) If a County traveler chooses to use a private vehicle instead of an alternative mode of transportation chosen by the department head because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the department head determines that the additional reimbursement is appropriate and justified.

b) County Vehicle Transportation

(1) County travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.

(2) County travelers required to fuel a County vehicle at their own expense should claim the actual fuel costs expended by them. Receipts must accompany the claim. Vehicle license number and the odometer reading should be written on the receipts.

(3) If the County vehicle experiences mechanical failure, the County traveler shall follow the rules set forth in the "Mechanical Failure" section of the "Vehicle Operator's Handbook" located in the glove compartment of each County vehicle.

c) Rental Vehicle Transportation

(1) Vehicles may be rented for transportation at the destination point when the County traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.

(2) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.

(3) If more than one County traveler from the same department is traveling to the same function, only one rental vehicle may be claimed and then only if

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it is available for use by all of the County travelers.

(4) The County traveler shall choose the least expensive size and mileage limits appropriate to the use required. Rental expenses for luxury cars, motorcycles and recreational vehicles may not be claimed.

(5) Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County. Rental cars should be returned to the renting location and on time to avoid additional charges.

(6) When traveling domestically the County traveler shall waive additional vehicle insurance (except for additional driver and coverage for drivers under 25 years of age), provided that the employee has his/her own vehicle insurance coverage. When traveling internationally additional insurance should be accepted if the traveler lacks other similar coverage.

(7) An original car rental receipt showing the number of days and type of vehicle rented is required for vehicle rental claims. A copy of the receipt or a credit card receipt alone is insufficient.

d) Commercial Carrier Transportation

(1) County travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). Reservations should be made as far in advance as possible to take advantage of available discounts and special offers. Travel agents that have added ticket handling charges should be avoided.

(2) Claims for travel via commercial carrier shall be limited to the cost of travel at economy rates for the same day and time of travel or actual cost, whichever is less. County travelers may upgrade tickets, provided that the traveler and not the County pay for the difference in cost for such upgrade. The County will not reimburse any type of travel insurance unless the Department Head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable.

(3) Claims for commercial carrier tickets shall be substantiated by an original ticket document (such as an e-ticket or passenger receipt ticket copy) showing the price, date, date/time of travel and class of travel. A copy of the credit card receipt or statement from a travel agency alone is insufficient.

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(4) County business traveler may retain frequent flyer/hotel rewards and similar program benefits. However, participation in these programs must not influence flight/hotel/etc. selection, which would result in incremental cost to the County beyond the lowest available airfare/hotel cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption of County work is allowed and any additional time required to complete the trip is to be personal time.

(5) Should a Saturday night stay reduce the cost to the County of a ticket more than the total of any additional hotel/meal/parking cost, the costs to do so are reimbursable to the traveler but should be well-documented with a clear savings to the County.

e) Private Aircraft Transportation

(1) Traveling by private aircraft which is flown by a County employee may be authorized if it will be the most efficient means of travel and the flight is incidental to the purpose of the County travel. Said use shall require the advance written approval of the County Administrative Officer. If approved, the following must be provided to the Auditor-Controller's Office in advance of the travel:

(a) a copy of the pilot's Federal Aviation Administration (FAA) pilot's certificate and instrument rating for the category and class of aircraft to be flown and the type of flying to be performed;

(b) a copy of the pilot's current medical certificate;

(c) a copy of the FAA Pilot Proficiency Award Program certificate issued to the pilot within the twelve months prior to the flight;

(d) a copy of the pilot's flight log showing a minimum of 250 hours of flight time within the twelve months prior to the flight;

(e) a certificate of public liability and property damage insurance of not less than $1,000,000 naming the County as an additional insured.

(2) Traveling by private aircraft, which is flown by a non-County employee, except for flights conducted by members of the Sheriff's Air Squadron in the performance of their official duties, is normally prohibited.

(3) County travelers who operate a private aircraft in connection with approved County travel may be reimbursed the actual cost paid by the

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traveler for fuel used by the aircraft on the trip or the County's mileage rate for each air mile at the travelers option.

f) Other Transportation Expenses

(1) The following necessary transportation expenses may be claimed at actual cost (receipt required) when directly related to transporting the County traveler to and from the business destination point:

(a) taxi, shuttle, or public transit fares;

(b) parking fees (airport long-term parking is required for travel exceeding 24 hours);

(c) bridge, road or ferry tolls;

(d) other actual transportation expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

(2) The following transportation expenses may not be claimed:

(a) traffic and parking violations;

(b) emergency repairs or non-emergency repairs on non-County vehicles;

(c) personal travel while at an out-of-County location;

(d) other actual transportation expenses determined to be unreasonable or unnecessary by the department head or the Auditor-Controller.

C. Meal Expenses

1. Eligibility for Meals

a) County employees, contractors and volunteers may be reimbursed for in-County meal costs that are 1) ordinary (not extravagant) and necessary, 2) directly related or associated with bona fide County business matters and 3) approved by a member of the Board of Supervisors or a department head (or his or her designee). County business discussions associated with a meal must be conducted in a “clear business setting”.

b) County travelers involved with in-County travel that does not require an overnight stay away from their home are not eligible to claim for meals taken outside the County, unless the requirements of paragraph a) above are met, or unless provided for in a Board of Supervisor-approved written County policy.

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c) County travelers on out-of-County business travel that requires an overnight stay away from their home are eligible to claim for meals taken out-of-County.

d) County travelers are eligible to claim the meal reimbursements noted below for travel requiring overnight lodging if the total travel time (work time, plus the lunch period plus round-trip travel time) is estimated to equal or exceed 12 hours.

(1) Breakfast may be claimed if the County traveler must reasonably be away from home because of County business travel at or before 7:00 a.m.

(2) Lunch may be claimed if the County traveler must reasonably be away from home because of County business travel at or before Noon.

(3) Dinner may be claimed if the County traveler must reasonably be away from home because of County business travel at 7:00 p.m. or after.

e) Snacks are a personal expense, not reimbursable.

f) Claims for meals purchased by a County employee or volunteer on behalf of federal, state or local public officials or employees is prohibited, including any other Monterey County employees, unless provided for under other Board of Supervisor approved written County policies.

g) County travelers are not eligible to claim meals or other expenses for those persons who are not otherwise eligible to file a claim themselves for County reimbursement.

h) County travelers are not eligible to keep or claim per diem allowances for anyone other than themselves.

2. Meal Claims

a) The County maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the GSA. Said maximums include taxes and gratuities.

b) Meal expense amounts shall be calculated by the Auditor-Controller for first and last partial days of travel based on the maximum federal per diem meal rate for the appropriate meal(s).

c) Claims for out-of-County meals taken in conjunction with travel that includes an overnight stay away from the traveler's home shall be reimbursed in the form of a "per diem allowance", which means the traveler is eligible to be reimbursed at the maximum rate allowed and receipts are not required (except for Board of

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Supervisor Members). Partial days shall be reimbursed at the appropriate meal rate.

d) Allowable meal costs may only exceed the prescribed per diem rates if the meal is being served at a conference or workshop and the costs of the speaker, conference, and/or registration are included in the price. The agenda/brochure or other documentation describing the event and the price must accompany the claim to the Auditor-Controller's Office.

e) A County traveler may not claim a per diem allowance or reimbursement for any meal which is provided, or otherwise available, to the County traveler with the lodging or function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function or breakfast is included in the cost of lodging, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. For purposes of this section, continental breakfast and meals provided during airline or other commercial carrier travel do not constitute provided meals and do not need to be deducted from the per diem allowance. A County traveler may not claim a per diem allowance for a meal that was paid for by someone else.

f) If a breakfast is included in the cost of lodging, the traveler may not claim for a breakfast meal; however, s/he may apply the next day's breakfast allowance amount towards the maximum lodging amount. For example, if the maximum lodging amount is $79.00 and the breakfast allowance is $8.00, the employee may claim up to a maximum of $87.00 for lodging which includes a continental breakfast. (For purposes of this section, continental breakfast does not constitute a provided breakfast meal.)

g) Claiming for alcoholic beverage expenses are prohibited in all cases.

h) As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the lower of the appropriate per diem amount or the actual expense.

D. Lodging Expenses

1. Eligibility for Lodging

a) County travelers are not eligible to claim for lodging for in-County functions.

b) For out-of-County business that is conducted on one business day, if the County traveler’s actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the County traveler will have the option of securing one night’s lodging at either the

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front-end or back-end of the trip. Illustration: A member of the County Board of Supervisors who resides in Monterey County is required to attend a one-day business meeting in Sacramento. The Board member estimates that his total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The Board member will have the option of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

c) For out-of-County business that requires multiple business days, if County travelers are eligible to claim lodging for the first and last evenings of an out-of-County trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.

d) County travelers are not eligible to claim reimbursement of lodging costs when staying overnight as a guest of friends or relatives.

2. Lodging Claims

a) Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate), whichever is less. Receipts are required. Taxes are in addition to the Federal Per Diem Rate.

b) Lodging costs may exceed the County's maximum lodging rate only when a conference, meeting or convention is being sponsored by an organization of which the County, the department or employee is a member, the lodging may be claimed at the actual cost if seminars or meetings are to be held at the particular hotel and/or events are scheduled for evening hours, and the department head has given advance written authorization.

c) An original room folio receipt, showing the number of days and the number of occupants, is required for lodging claims. A copy of the receipt, travel agency statement or a credit card receipt alone is insufficient.

d) When a room is shared with a fellow County traveler, the expense may either be prorated, and the prorated amount claimed by each County traveler, or one County traveler may claim the total expense at the multiple occupancy rate.

e) When a room is shared with a person other than a County traveler and said person will also be claiming reimbursement from the County or another source, the amount shall be prorated between the two travelers.

f) Lodging expense may not be claimed for guests of the County traveler. Where expense for a family member or friend is included in the receipt, the claim must not exceed the single occupancy rate.

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g) Special lodging, such as accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings, shall require advance written authorization of the County Administrative Officer and the Auditor-Controller.

h) County travelers should inquire when making lodging arrangements whether the County is exempt from Transient Occupancy Taxes (TOT) in the locale where they are staying and should provide the necessary form to the lodging facility, if required to do so to obtain the waiver.

h) Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.

i) Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room.

j) When multiple country travelers are traveling together and the rooms are put on one invoice, one traveler may take care of the invoice but should provide the details on who stayed in each room on the invoice.

E. Registration Fees

Conference, convention and seminar registration and tuition fees may be claimed at the actual cost, provided that the agenda/brochure or other documentation describing the event, including the price, accompanies the approved claim to the Auditor-Controller's.

F. Other Travel Expenses

1. County travelers are eligible to claim a per diem incidental allowance, limited to the maximum federal per diem incidental rate established by the IRS, for each day of travel requiring an overnight stay away from the traveler's home. Said allowance covers fees and gratuities for persons who provide services, such as food servers and luggage handlers, and does not require receipts (Except for Board of Supervisors Meals). If applicable (such as a Board of Supervisor meal), gratuities are limited to not exceed 15% of the service costs unless billed by a provider's standard policy at a higher rate.

2. County travelers are eligible to claim the following expenses at actual cost, even if they also qualify for a per diem incidental allowance. Receipts are required.

   a) County business calls (traveler must annotate purpose of call on the bill)

   b) fax machine charges incurred to send or receive documents for County use.

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c) copy machine charges incurred to copy documents for County use.

d) Internet access connection and/or usage fees away from home not to exceed $15.00 per day, if Internet access is necessary for county related business.

e) other business related expenses determined to be reasonable and necessary by the department head and the Auditor-Controller.

VI. OTHER COUNTY BUSINESS EXPENSES

A. General Guidelines

In the course of conducting County business, employees, contractors or volunteers may incur business expenses (including meal expenses pursuant to Section V.C) on behalf of the County. Such expenses will be approved for reimbursement if the disbursement meets the following requirements:

- The disbursement is for an ordinary (not extravagant) and necessary expense of conducting County business, or is an expense that is required by the County,
- The expense is approved by a member of the County Board of Supervisors, or a County department head (or his or her designee), and
- The payee accounts for the expense in accordance with the rules for a "Accountable Expense Reimbursement Plan", as set forth in the Internal Revenue Code and related regulations.

B. Taxation of Business Expense Reimbursements

If a reimbursement to an employee, contractor or volunteer meets the requirements of an "Accountable Expense Reimbursement Plan", then such reimbursement will not be reportable for federal or California income tax purposes.

VII. CLAIMING PROCEDURES FOR OUT-OF-COUNTY TRAVEL

A. Travel Advance Claims

1. Authorizations and Eligibility

a) Travel advances are strongly discouraged and are only available to County employees. The issuance of travel advances creates double work for departmental and auditor-controller staff and should only be used if a County travel card cannot be used or the employee does not have a personal credit card. Board of Supervisors Members are not eligible for travel advances.

The first choice is for travelers to use their personal credit cards to pay for their

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travel expenses and be reimbursed before their monthly statement arrives. Secondly, the County has arranged for the use of the Travel Card to pay many travel related expenses. Departments may use their Travel Cards to pay for airline tickets and conference registration expenses for all of their employees, not just the cardholder. Commercial carrier and conference registration expenses should not be considered in the advance calculation. The third choice would be a cash advance, if necessary.

b) Travel advances require the authorization of the department head or his/her designee, and the Auditor-Controller or his/her designee.

c) The net amount of the travel advance shall not exceed the following:

(1) 75% of the total estimate for the following travel expenses, exclusive of payments made payable directly to the vendor:

(a) lodging (documentation, including at least the confirmation number and hotel name should be provided), including hotel parking

(b) rental vehicle transportation;

(c) per diem meal allowances;

(d) long-term airport parking;

(e) other out-of-pocket expenses deemed necessary and reasonable by the Auditor-Controller.

(2) 50% of the total estimate of reimbursement for mileage for business use of a private vehicle.

d) A travel advance shall not be issued for a net amount less than $100.00 nor more than $2,000.00.

e) A travel advance shall not be issued more than thirty (30) calendar days in advance of the commencement of travel.

f) Travelers are not eligible for an additional travel advance if they have an unsettled advance, unless the advances are for travel taken consecutively. In such case, the sum total of the travel advances shall not exceed $2,000.00.

2. Travel Advance Requests

a) Requests for travel advances involving travel shall be submitted by the department head to the Auditor-Controller's Office on a completed and signed

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"County of Monterey Travel Request" form, accompanied by all documentation relative to the request, at least ten (10) working days in advance of the commencement of travel.

b) After a completed and approved "County of Monterey Travel Request" form is received by the Auditor-Controller's Office, a warrant payable to the County traveler for the amount requested shall be issued, up to the 100% maximum amount allowed pursuant to this County travel policy.

3. Travel Advance Settlements

a) Within five (5) working days of completion of travel, the County traveler shall submit all receipts for allowable travel expenses to the Department and within fifteen (15) working days of completion of travel to the Auditor-Controller's Office on a completed County claim form. Credit for the travel advance shall be subtracted from the amount owed to the County traveler.

b) In the event that allowable expenses are less than the amount of the travel advance, the County traveler shall submit the difference in the form of a check or money order made out to the "County of Monterey" with the claim form.

c) County travelers who cannot provide a required receipt shall reimburse the County for the amount of the money advanced to them for that expense.

d) Travelers who do not submit the required documentation by the time frames set forth above may lose their eligibility for future travel advances.

e) Department heads are responsible for ensuring that their employees settle their travel advance claims within the time frames set forth in subsection a) above. Non-compliance may jeopardize advances for the entire department.

B. Prepaid Vendor Claims

1. Vendor Claim Requests

a) Once travel has been authorized, claims to the vendor may be submitted for lodging and registration fees when there is sufficient time for the check to be processed before the authorized County traveler commences travel.

b) If the travel requires a "County of Monterey Travel Request" form, the approved form shall be submitted with the claim. If the original has been submitted with a previous claim, then that shall be noted on the claim form and a copy of the form attached.

c) Whenever possible, the County shall be named as registrant for events to allow

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transfer of attendance privilege when conflicts prevent the original registrant from attending.

d) The County will mail the warrant directly to the vendor unless the traveler requests that the warrant be returned to them to hand carry to the vendor.

2. Vendor Claim Settlements

a) Each vendor claim must have an original receipt attached in order to settle the claim. The required receipts for vendor claims that have been prepaid shall be forwarded to the Auditor-Controller's Office within thirty (30) calendar days after completion of travel.

b) Claims paid directly to vendors that are not substantiated by receipts within thirty (30) calendar days of the completion of travel shall be considered to be unsettled travel advances to the County traveler.

c) Department heads are responsible for ensuring that their employees return their receipts within the time frames established by this policy. Non-compliance may jeopardize the department's ability to have travel expenses paid in advance.

d) In the event that all or a portion of the prepaid cost to a vendor is reduced after the check has been processed, the County traveler is responsible for ensuring that the entire difference is returned to the County within the time frames established for settling the claim.

C. Travel Reimbursement Claims

1. After completion of travel, the County traveler shall submit a completed County claim form to the department head for authorization. After review and authorization, the department head shall submit the authorized claim, together with any required receipts, to the Auditor-Controller's Office. Said claim shall be received by the Auditor-Controller's Office within thirty (30) calendar days of the completion of travel.

2. The traveler shall not be reimbursed until s/he has signed the certification for the claim that is required by the Auditor-Controller's Office.

3. The Auditor-Controller's Office shall review the claim for compliance with applicable County policies and procedures. If approved by the Auditor-Controller's Office, the claim shall be processed and a check sent to the claimant within ten (10) working days. If denied, or denied in part, the department's contact person will be notified immediately. The Auditor-Controller has the final decision on allowable expenses.

4. No reimbursement for travel shall be paid to the employee until all required receipts

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for the travel claim have been filed with the Auditor-Controller's Office.

5. Travel reimbursements are to be paid via checks and not to be paid via petty cash.

D. Mileage Claims

1. Whenever travel requires advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the same claim form as the other expenses that apply to that travel. The only exception is if mileage is the only expense of the trip, in which case the traveler may claim the mileage on the monthly "Mileage Reimbursement" claim form.

2. Whenever travel does not require advance authorization of the department head, or his/her designee, the resulting mileage expense shall be claimed on the "Mileage Reimbursement" claim form.

3. Mileage claims shall be submitted monthly, unless the total for the month is less than $50.00, in which case the claim may be held for an additional month. However, the claim must not be held over to the next month more than twice, regardless of the dollar amount.

4. All mileage claims for the last month of the fiscal year must be processed by year-end close.

5. Mileage Claims are to be paid via warrants and not to be paid via petty cash.

E. Reimbursement by Outside Source

1. County travelers receiving reimbursement from an outside source for travel on County time shall forward said reimbursement to the Auditor-Controller for handling and deposit if the traveler intends to submit an expense claim to the County or use County resources, including a County vehicle, to travel. In such cases, the traveler shall then be entitled to submit a claim for actual and necessary expenses for transportation, meals, lodging, and incidentals, subject to the claiming conditions set forth in this travel policy. Said reimbursement shall be delivered to the Auditor-Controller's Office within thirty (30) days of the receipt of the funds.

2. If a County volunteer or non-employee will be receiving a per diem or other reimbursement of travel expenses from a source outside of the County, the volunteer shall not be eligible to claim or receive any additional reimbursement from the County for the same expenses.

F. Late Claims

If a claim for reimbursement or settlement of a travel claim is submitted after the allowed time frames, the payment to the employee shall not be made until the claim has

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been reviewed and approved by the Auditor-Controller or his/her designee.

G. Travel Card Use

Subject to the rules contained in the Travel Card Policy, travel expenses (airline, hotel, vehicle rental, gas, emergency repair of county vehicles and airport parking) may be charged to County of Monterey Travel Cards. Prohibited items include employee meals, room service, movies, cash advances, gift cards of any kind, liquor, tobacco and other items prohibited by the Travel Card Policy. Under no circumstances should personal items (even if reimbursed to the county) be charged to the travel card. Expenses paid on the travel card should not be included on a claim for reimbursement.

VII. INTERPRETATIONS

The Auditor-Controller, or his/her designee, shall be responsible for interpretations of this policy.

VIII. EXCEPTIONS

Exceptions to this policy require the approval of the Auditor-Controller or his/her designee.

IX. CONFLICT WITH RULES

In the event that this County Travel policy is in conflict with another County policy, the policy with the strictest application shall prevail.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective February 1, 2026 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Comtel Systems Technology, 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 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

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1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

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(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

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4.1 **Term**. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 **Termination**. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 **Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 **Survival**. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

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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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Attn: Comtel System Technology
1292 Hammerwood Ave
Sunnyvale, CA 94089
Phone: 720-982-5827
Fax: 408-543-5600

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

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5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA 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 related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated 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, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 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.

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5.12 **Audit or Investigations**. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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: DocuSigned by: Jarod Bohm 36177106EE6A44D...	By:
Print Name Jarod Bohm	Print Name:
Print Title VP of Operations	Print Title:
Date: 12/12/2025 | 12:28 PM PST	Date:

County of Monterey

Board Report

Legistar File Number: A 26-017

Item No.27

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

January 27, 2026

Introduced: 1/9/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding $175,807 for a revised total agreement amount not to exceed $856,424.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding $175,807 for a revised total agreement amount not to exceed $856,424.

SUMMARY:

Natividad Medical Center's (NMC) outpatient Physical Therapy, Occupational Therapy and Speech Therapy Departments currently uses the ReDoc software in conjunction with the hospital's Meditech system for scheduling and billing. ReDoc is in use as Meditech does not presently offer an outpatient solution for Therapy medical record documentation. Net Health is a nationally recognized company that provides rehabilitation documentation software solutions to more than 500 outpatient therapy sites and is considered an industry leader for outpatient therapy online documentation.

DISCUSSION

Net Health's enterprise solution provides therapists and therapy teams with the tools they need to operate efficiently, stay compliant, and enhance patient care and outcomes. Outpatient Therapy is strictly regulated by regulatory agencies, and the ReDoc software keeps current with changes in regulations and billing requirements. Patient care is also enhanced by using ReDoc, as the software allows the therapist to generate comprehensive reports that convey medical necessity and functional outcomes to send to the patient's provider. Additional benefits of using

ReDoc, is the software's ability to alert the therapist to any billing or coding errors and provides reminders for critical events, such as progress reports, re-certifications, and re-authorizations, all while tracking Medicare Cap limits. The ReDoc software also provides appointment scheduling, patient reminders, robust analytics, billing, and management reports. ReDoc also provides point-of-care alerts to the therapist related to therapy caps, re-authorization requirements, and other critical events during the patient's therapy.

In addition, Natividad Medical Center (NMC) utilizes Net Health's AgilityEH software package for the purpose of recording and tracking services that are provided to employees by the Employee Health Department. This software allows Natividad Medical Center (NMC) to better monitor and report services rendered, such as TB Screening, Respiratory Fit Testing, Exposure Management and Vaccination Administration to meet regulatory requirements for employee health services.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 10 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 10 has also been reviewed and approved by Natividad Medical Center's (NMC) Finance Committee and by its Board of Trustees on January 9, 2026.

FINANCING:

The cost for this renewal and amendment No. 10 is $175,807 of which $71,792 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

This agreement is for a software system which improves data processing at Natividad Medical Center (NMC). By enhancing documentation accuracy and regulatory compliance, this system supports patient safety and ensures resilient healthcare operations. Additionally, the use of this system directly contributes to a more efficient and effective use of resources within the organization.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report

Net Health Systems Inc Renewal and Amendment 10
Net Health Systems Inc 9
Net Health Systems Inc 8
Net Health Systems Inc 7
Net Health Systems Inc 6
Net Health Systems Inc 5
Net Health Systems Inc 4
Net Health Systems Inc 3
Net Health Systems Inc 2
Net Health Systems Inc 1
Net Health Systems Inc Original Agreement

Attachments on file with the Clerk of the Board

Introduced: 1/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding $175,807 for a revised total agreement amount not to exceed $856,424.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute renewal and amendment No. 10 to the agreement (A-13298) with Net Health Systems, Inc. for rehabilitation documentation software and licenses, extending the agreement an additional two (2) year period (December 1, 2025 through November 30, 2027) for a revised full agreement term of August 31, 2016 through November 30, 2027 and adding $175,807 for a revised total agreement amount not to exceed $856,424.

SUMMARY:

Natividad Medical Center's (NMC) outpatient Physical Therapy, Occupational Therapy and Speech Therapy Departments currently uses the ReDoc software in conjunction with the hospital's Meditech system for scheduling and billing. ReDoc is in use as Meditech does not presently offer an outpatient solution for Therapy medical record documentation. Net Health is a nationally recognized company that provides rehabilitation documentation software solutions to more than 500 outpatient therapy sites and is considered an industry leader for outpatient therapy online documentation.

DISCUSSION

Net Health's enterprise solution provides therapists and therapy teams with the tools they need to operate efficiently, stay compliant, and enhance patient care and outcomes. Outpatient Therapy is strictly regulated by regulatory agencies, and the ReDoc software keeps current with changes in regulations and billing requirements. Patient care is also enhanced by using ReDoc, as the software allows the therapist to generate comprehensive reports that convey medical necessity and functional outcomes to send to the patient's provider. Additional benefits of using ReDoc, is the software's

ability to alert the therapist to any billing or coding errors and provides reminders for critical events, such as progress reports, re-certifications, and re-authorizations, all while tracking Medicare Cap limits. The ReDoc software also provides appointment scheduling, patient reminders, robust analytics, billing, and management reports. ReDoc also provides point-of-care alerts to the therapist related to therapy caps, re-authorization requirements, and other critical events during the patient's therapy.

In addition, Natividad Medical Center (NMC) utilizes Net Health's AgilityEH software package for the purpose of recording and tracking services that are provided to employees by the Employee Health Department. This software allows Natividad Medical Center (NMC) to better monitor and report services rendered, such as TB Screening, Respiratory Fit Testing, Exposure Management and Vaccination Administration to meet regulatory requirements for employee health services.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 10 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 10 has also been reviewed and approved by Natividad Medical Center's (NMC) Finance Committee and by its Board of Trustees on January 9, 2026.

FINANCING:

The cost for this renewal and amendment No. 10 is $175,807 of which $71,792 is included in the FY 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

This agreement is for a software system which improves data processing at Natividad Medical Center (NMC). By enhancing documentation accuracy and regulatory compliance, this system supports patient safety and ensures resilient healthcare operations. Additionally, the use of this system directly contributes to a more efficient and effective use of resources within the organization.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Raquel Mojica, IT Business Applications Manager, 831-783-2812
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Net Health Systems Inc Renewal and Amendment 10
Net Health Systems Inc 9

Net Health Systems Inc 8
Net Health Systems Inc 7
Net Health Systems Inc 6
Net Health Systems Inc 5
Net Health Systems Inc 4
Net Health Systems Inc 3
Net Health Systems Inc 2
Net Health Systems Inc 1
Net Health Systems Inc Original Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

RENEWAL AND AMENDMENT NO. 10
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS RENEWAL AND AMENDMENT NO. 10 TO MASTER AGREEMENT (this "Renewal and Amendment No. 10") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, the Parties amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00; and

WHEREAS, the Agreement expired on January 29, 2019; and

WHEREAS, the Parties renewed and amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00; and

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00; and

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00; and

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

WHEREAS, the Parties amended the Agreement effective June 12, 2024 via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement; and

WHEREAS, the Parties amended the Agreement effective November 21, 2024 via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 30, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 30, 2025, adding an additional $81,788 for a revised total Agreement amount of $680,617; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Parties now desire to renew and amend the Agreement via this Renewal and Amendment No. 10 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-10 through November 30, 2027, and Agility EH by virtue of Exhibit A-10.1 through November 30, 2027, adding an additional $175,807 for a revised total Agreement amount of $856,424.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Renewal and Amendment No. 10, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.

2. Section 1 (a) shall be amended to the following:
   "License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A-10 and Exhibit A-10.1 attached hereto this Renewal and Amendment No. 10 and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.

3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Renewal and Amendment No. 10 and the terms and conditions of the Agreement, Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No.8, and Amendment No. 9, the terms and conditions of this Renewal and Amendment No. 10 shall control. Except as set forth in this Renewal and Amendment No. 10, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

IN WITNESS WHEREOF, the Parties have caused this Renewal and Amendment No. 10 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

DocuSigned by:

By: Joshua M. Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 12/15/2025 | 1:20 PM PST

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: Charles R. Harris

Title: CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor Controller

Date: _____

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Q-27970
CON-008247

Exhibit A-10
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)	2	BILLING START DATE:	December 1, 2025			
SKU Code	**Description - Authorized Site/Providers**	**Qty**	**One-Time Fees / Unit**	**Total One-Time Fees**	**Annual Fees / Unit**	**Total Annual Fees**
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
REx-HC ANNUAL-PS-R REx-EFAX-IBOB REx-OPERATIONAL ANALYTICS REx-FOTOOM REx-SCH REx-HOSP-CLI REx-HOSP-BILL REx-HOSP-ADT	**Net Health ReDoc for Hospital Outpatient** **Includes the following features:** • Annual Health Checks billed annually • E-Fax Module IB/OB • Missed Visit Predictor • FOTO Patient Outcomes Manager • Scheduling Interface • Clinical Documentation Interface Hospital • Billing Interface Hospital • ADT Interface Hospital	1	$0.00	$0.00	$71,791.88	$71,791.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient ***Non-Clinical User***	3	$0.00	$0.00		Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient ***Part Time/PRN***	5	$0.00	$0.00		Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient ***Full Time***	11	$0.00	$0.00		Included Above
REx-BIOEX	BioEx (Home Exercise Program)	16	$0.00	$0.00		Included Above
REx-INPHONEC500	Inphonite Call Reminder Credits (500 credits)	1	$0.00	$0.00		Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1	$0.00	$0.00	$0.07	Variable
REx-PEM-SSR REx-PEM-RM REx-PEM-EM REx-PEM-DI	**Net Health Patient Engagement Suite for ReDoc** **Includes the following features:** • Self Scheduling Requests • Reputation Management • Email Marketing and Patient Messaging • Digital Intake	1	$0.00	$0.00		Included Above
REx-PEM	Patient Engagement Suite (1st Site)	1	$0.00	$0.00		Included Above

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)	**$0.00**		**$71,791.88**

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EXHIBIT A-10 continued

NET HEALTH REDOC PERFORMANCE HEALTH CHECK STATEMENT OF WORK

DESCRIPTION OF CONSULTING SERVICES:

NET HEALTH REDOC 360 PERFORMANCE HEALTH CHECK - Net Health shall provide a liaison to review current ReDoc features, configurations, and workflows to determine opportunities for improved patient outcomes, financial performance and visit management. At the end of the engagement, you will receive a ReDoc Performance Health Check Analysis Report detailing the results of your review and align recommendations to optimize your clinical and business operations.

Services will be provided in accordance with the following Phases:

PHASE 1 (DATA COLLECTION)

GOAL: *Identify the critical clinical and operational data collection endpoints supporting the work performed within the outpatient therapy department.*

1. Schedule a call (1 hour) to formally introduce the Health Check process
2. Discuss how ReDoc Performance Health Check will be conducted
3. Discuss the overall flow of clinical and operational staff and the department's workflow

PHASE 2 (CONDUCT USER ANALYSIS FOR LEADING PRACTICE)

GOAL: *Conduct a targeted Needs Analysis to examine client's current ReDoc features, configurations, and operational processes to determine opportunities for workflow and performance improvement.*

1. Review currently activated features and configurations within ReDoc (Registration, Scheduling, Documentation, Reports, Patient Outcomes)
2. Conduct a ReDoc User and Performance Analysis for leading practices
3. Completion of a ReDoc Utilization Scorecard
4. Assess and quantify key performance indicator opportunities to enhance patient outcomes, financial performance, and visit management. Client's key performance indicators will be ranked against the top performers within the ReDoc database.

PHASE 3 (POST- REDOC PERFORMANCE HEALTH CHECK RESULTS)

GOAL: *Review findings and recommendations to establish processes to close deficiencies, optimize clinical, operational, financial, and compliance processes to optimize ReDoc and clinic performance.*

1. Schedule a call (1-2 hours) to review HealthCheck findings
2. Discuss next steps to leverage opportunities available within ReDoc

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

Q-33108
CON-008822

Exhibit A-10.1
To
Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective as of the date of last signature below ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION			
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)	2	BILLING START DATE:	December 1, 2025

SKU Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	$0.00	$0.00	$13,926.24	$13,926.24
AG-IBHOSP-DEV-H	Immunization Export to State Registry Interface - Setup	1	$2,500.00	$2,500.00	$0.00	$0.00
AG-IBHOSP-H	Immunization Export to State Registry Interface	1	$0.00	$0.00	$1,800.00	$1,800.00
AG-EH-ADD HOSPSUP-H	Additional EH Hospital Site - Perpetual Maintenance / Support	1	$0.00	$0.00	$0.00	$0.00
AG-ADOBE-H	Adobe Standard Monthly Subscription License	1	$0.00	$0.00	$385.20	$385.20

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)	$2,500.00		$16,111.44

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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 Mary L. Adams to:

Agreement No.: A-13298 ; Amendment No.: 9
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 9 to the agreement (A-13298) with Net Health Systems, Inc. for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages,, extending the agreement an additional one (1) year period (December 1, 2024 through November 30, 2025) for a revised full agreement term of August 31, 2016 through November 30, 2025, and adding $81,788 for a revised total agreement amount not to exceed $680,617.

PASSED AND ADOPTED on this 12th day of November 2024, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 12, 2024.

Dated: November 18, 2024
File ID: A 24-495
Agenda Item No.: 31

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

Vicente Ramirez, Deputy

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Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

AMENDMENT NO. 9
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 9 TO MASTER AGREEMENT (this "Amendment No. 9") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00; and

WHEREAS, the Agreement expired on January 29, 2019; and

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00; and

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00; and

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00; and

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

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Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

WHEREAS, the Parties amended the Agreement via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement; and

WHEREAS, the Parties now desire to amend the Agreement via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 31, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 31, 2025, adding an additional $81,788 for a revised total Agreement amount of $680,617.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 9, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.

2. Section 1 (a) shall be amended to the following:
"License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, Exhibit A-7 and A-8 attached hereto this Amendment No. 7, plus Exhibit A-9 and Exhibit A-9.1 attached hereto this Amendment No. 9 and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.

3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment No. 9 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 9 shall control. Except as set forth in this Amendment No. 9, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

Docusign Envelope ID: 5D64CB0E-473D-4D97-A194-132615157483

Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

Signed by:
By: Josh Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 9/25/2024 | 11:51 AM PDT

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 11/21/2024 | 8:38 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
69B921D44C4341F...
Monterey County Deputy County Counsel

Date: 10/14/2024 | 3:45 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor Controller

Date: 10/16/2024 | 7:11 AM PDT

Docusign Envelope ID: 5D64CB0E-473D-4D97-A194-132615157483

Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

Exhibit A-9
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into an made effective by and between Net Health Systems, Inc. ("Net Health") and Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION					
INITIAL TERM (NO. OF YEARS/YEARLY PAYMENTS)	1	**BILLING START DATE:**	**December 1, 2024**		
SKU Code	**Description - Authorized Site/Providers**	**Qty**	**Total One-Time Fees**	**Annual Fees/Unit**	**Total Annual Fees**
1 Location					
REx-HOSP-ADT REx-HOSP-BILL REx-HOSP-CLI REx-SCH REx-NHU-FT REx-NHU-PT REx-HCANNUAL-PS-R REx-EFAXIBOB-S-R REx-EFAX-IBOB REx-OPERATIONALANALYTICS	**Net Health Therapy for Hospital Outpatient** **Includes the following features:** • ADT Interface Hospital • Billing Interface Hospital • Clinical Interface Hospital • Scheduling Interface • NetHealth University - FT • NetHealth University - PT/PRN • Annual Health Checks (billed monthly) • E-Fax Module IB/OB Setup Fee billed monthly • E-Fax Module IB/OB • Missed Visit Predictor	1	$0.00		$68,411.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient - Non-Clinical User	2			Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient - Part Time/PRN	5			Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient - Full Time	11			Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1		$0.07	Variable
REx-PEM-S REx-PEM-DI REx-PEM-EM REx-PEM-RM REx-PEM-SSR REx-INPHONEC500 REx-INPHONE-DEV	**Patient Engagement Suite for Therapy** **Includes the following features:** • Patient Engagement Marketing Setup • Net Health Digital Intake • Net Health Email Marketing and Patient Messaging • Net Health Reputation Management • Net Health Self Scheduling Requests • Inphonite Call Reminder Credits (500 credits) (1) • Inphonite Interface Development	1	$0.00		Included Above
FO-OUTMCLINIC FO-OUTM FO-FOTOOM-T REx-BIOEX REx-BIOEX-S	• FOTO Patient Outcomes Manager System - Clinic Fees • FOTO Patient Outcomes Manager System - Clinician Fees (3) • FOTO Outcomes Manager Setup and Training Fee • BioEx (Home Exercise Program) (3) • BioEx (Home Exercise Program) Setup Fee				

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REx-PEM	Patient Engagement Suite (1st Site)	1			Included Above
REx-FOTOOM	FOTO Patient Outcomes Manager	13			Included Above
REx-BIOEX	BioEx (Home Exercise Program)	13			Included Above
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			**$0.00**		**$68,411.88**

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

Docusign Envelope ID: 5D64CB0E-473D-4D97-A194-132615157483

Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

Exhibit A-9.1
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into an made effective by and between Net Health Systems, Inc. ("Net Health") and Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION					
INITIAL TERM (NO. OF YEARS/YEARLY PAYMENTS)	1	BILLING START DATE:	December 1, 2024		
SKU Code	Description - Authorized Site/Providers	Qty	Total One-Time Fees	Annual Fees/Unit	Total Annual Fees
1 Location					
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	$0.00	$13,015.20	$13,015.20
AG-ADOBE-H	Adobe Standard Monthly Subscription License	1	$0.00	$360.00	$360.00
AG-EH-ADDHOSPSUP-H	Additional EH Hospital Site - Perpetual Maintenance/Support	1	$0.00	$0.00	$0.00
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			$0.00		$13,375.21

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

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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 Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13298 ; Amendment No.: 8
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 8 to the agreement (A-13298) with Net Health Systems, Inc. to add funds to the software licensing agreement for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages, adding $16,216 for a revised total Agreement amount not to exceed $598,829, with no change to the agreement term of August 31, 2016 through November 30, 2024.

PASSED AND ADOPTED on this 4th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 4, 2024.

Dated: June 5, 2024
File ID: A 24-227
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

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DocuSign Envelope ID: 5D221159-F8FC-4964-9E17-2D012DD09441

AMENDMENT NO. 8
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 8 TO MASTER AGREEMENT (this "Amendment No. 8") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00;

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00;

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00;

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00;

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00;

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

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DocuSign Envelope ID: 5D221159-F8FC-4964-9E17-2D012DD09441

WHEREAS, the Parties now desire to amend the Agreement via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 8, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment No. 8 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 8 shall control. Except as set forth in this Amendment No. 8, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

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DocuSign Envelope ID: 5D221159-F8FC-4964-9E17-2D012DD09441

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

By: Josh Moyer

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 5/1/2024

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 6/12/2024 | 8:54 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: _____
Monterey County Deputy County Counsel

Date: 5/1/2024 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor Controller

Date: 5/2/2024 | 7:18 AM PDT

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13298; Amendment No.: 7
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 7 to the agreement (A-13298) with Net Health Systems, Inc. to renew the software licensing agreement for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility modules retroactive from January 31, 2022 through November 30, 2024 and adding an additional $235,184 for a revised total Agreement amount of $582,613.
b. Extend the existing agreement for inpatient rehabilitation (IP ReDoc) for five (5) months for a revised full agreement term of August 31, 2016 through November 30, 2024 to be coterminous with the ReDoc xFit modules agreement.

PASSED AND ADOPTED on this 26th day of April 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 April 26, 2022.

Dated: May 3, 2022
File ID: A 22-173
Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

AMENDMENT NO. 7
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS AMENDMENT No. 7 TO MASTER AGREEMENT (this "Amendment No. 7") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685 thereby increasing the total Agreement amount to $99,635; and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130 for a revised total Agreement amount of $272,765.00; and

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180 for a revised total agreement amount of $316,945; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335 for a revised total agreement amount of $321,280; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount not to exceed $323,420; and

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009 for a revised total agreement amount not to exceed $347,429; and

WHEREAS, the Parties now desire to amend the Agreement via Amendment No. 7 to extend the Purchase Schedule Term for the ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184 for a revised total Agreement amount of $582,613.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 7 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Section 1 (a) shall be amended to the following:
   "License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, plus Exhibit A-7 and A-8 attached hereto this Amendment No. 7, and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.
3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 7 shall control. Except as set forth in this Amendment No. 7, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective retroactive to January 30, 2022.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Joshua Moyer

Title: Vice President & General Counsel

Date: Mar 16, 2022

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: Charles R. Harris

Name: Charles R. Harris

Title: ~~Interim~~ CEO

Date: April 27, 2022

Reviewed and approved as to form.

Chief Deputy County Counsel
April 8, 2022

Reviewed as to fiscal provisions

Burcu Mousa

4/11/2022

EXHIBIT A-7
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this January 30, 2022 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Monthly SUBSCRIPTION					
Coterminous with Purchase Schedule #7 dated June 22, 2021			BILLING START DATE:		January 30, 2022
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total AnnualFees
Natividad Medical Center-1441 Constitution Boulevard, Salinas, California 93906					
MONTHS 1-24 – 01-30-2022 thru 01-29-2024					
Annual Subscription Fees Includes: 15 Full Time, 5 PT/PRN, 3 Non-Clinical Users; xfit Interfaces: ADT, DFT, Clinical, Scheduling; BioEx, FOTO, NHU, Inphonite, 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit A-7 Schedule 1 attached.	1			$71,545.92	$71,545.92
TOTAL FEES FOR MONTHS 1-24 (Applicable Taxes and Expenses Billed Separately)			**$0.00**	**$71,545.92**	**$71,545.92**
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Pro-Rated AnnualFees
MONTHS 25-34 – 01-30-2024 thru 11-30-2024					
Annual Subscription Fees Includes: 15 Full Time, 5 PT/PRN, 3 Non-Clinical Users; xfit Interfaces: ADT, DFT, Clinical, Scheduling; BioEx, FOTO, NHU, Inphonite, 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit A-7 Schedule 1 attached.	1			$71,545.92	$59,621.60
TOTAL FEES FOR MONTHS 25-34 (Applicable Taxes and Expenses Billed Separately)			**$0.00**		**$59,621.60**

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Software and/or Interface(s) set forth above, as applicable, for the specified number of months set forth above following the Billing Start Date.

Payment Terms. One-times Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within fifteen (15) days of the invoice date. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling $1,000 or less.

____ **CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.**

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Joshua Moyer

Title: Vice President & General Counsel

Date: Apr 8, 2022

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: Charles R Harris

Name: Charles R. Harris

Title: CEO

Date: April 27, 2022

Net Health | THERAPY

EXHIBIT A-7 • SCHEDULE 1

NET HEALTH THERAPY CORPORATE STANDARD WORKFLOW OPTIMIZATION STATEMENT OF WORK

DESCRIPTION OF CONSULTING SERVICES FOR THE CORPORATE STANDARD WORKFLOW OPTIMIZATION:
Net Health Therapy 360 Services will engage with the CUSTOMER and perform a Workflow Optimization assessment for the purposes of:

- Facilitating Care Transformation through the development and standardization of processes, workflows, documentation, and reporting
- Enhancing Financial Performance
- Reducing variation in care and service
- Achieving benchmark patient outcomes
- Building and maintaining the standard of care within the electronic health record

Services will be provided in accordance with the following Phases:

PHASE 1 – CUSTOMER CORPORATE STANDARD
NET HEALTH Therapy 360 Services

Net Health Therapy audit of current hospital processes, documentation, and data flows to areas of improvement and identify specific opportunities for clinical, operational, regulatory, and economic/financial enhancement(s).

Objectives to meet during this time:

- Discuss, identify, and align each Corporate department's needs for Corporate wide key performance Indicators and tracking
- Review current policies and procedures to govern clinical and operational practices
- Based on a review of the organizations strategic goals, develop and review key performance indicators (KPIs) to drive hospital towards the achievement of its strategic goals and management decision making

PHASE 2 – WORKFLOW OPTIMIZATION REPORT OUT

Following the Corporate Standard review, Workflow Optimization recommendations will be presented and reviewed with the CUSTOMER in the areas supporting clinical, operational and financial processes driving the care delivery model. Specifically:

- Identification of key process improvement drivers configured within the CUSTOMER Net Health Therapy platform to support CUSTOMER processes and best practice targets.
- Identification of workflows configured within the CUSTOMER Net Health Therapy platform to support your processes and best practice targets.

PHASE 3 – CONFIGURATION OF CORPORATE NET HEALTH THERAPY PARENT PLATFORM

- Incorporate Corporate Standard for Insurance Authorizations workflows
- Incorporate Corporate Standards for Scheduling Process and workflows
- Incorporate Corporate Standards for Pre-Registration, Registration and Re-Registration workflows
- Incorporate Corporate Standards for Coding and Billing Process and workflows

The Crane Building | 40 24th Street, 5th Floor | Pittsburgh, PA 15222
T 800 411 6281 | F 412 261 2210

- Incorporate Corporate Standards for Clinical Documentation and Operational workflows
- Incorporate Corporate Reporting for KPIs, Outcomes & Benchmarking and tracking utilization
- Incorporate Corporate Standards for Medical Records/HIM
- Incorporate Corporate Custom Questions to support other documentation opportunities not otherwise captured within a Net Health Therapy Form

PHASE 4 – AUTHORIZED SITE WORKFLOW OPTIMIZATION IMPLEMENTATION

Following the completion of the Corporate Standard Workflow Optimization steps outlined above, Net Health will conduct a remote review of the Authorized Sites' (as set forth in the Purchase Schedule) current processes and documentation/date flows, identify areas of improvement in best practice, and provide specific recommendations for CUSTOMER to improve clinical and operational workflow.

Specific services under this phase are:

- Review and streamline identified Clinical / Financial / & Operational Standards for each individual CUSTOMER rehabilitation department to align with Corporate structure.
- Review and streamline visit types and workflows for staff and providers to improve efficiencies at individual rehabilitation department.
- Review and streamline the clinical and operational needs to support documentation efficiencies within Net Health Therapy.
- Review and streamline current coding and billing workflows to support documentation efficiencies within Net Health Therapy.
- Review Reporting Dashboard Report Management via Net Health Therapy to manage the clinical, operational, and financial drivers within the rehabilitation department.

The right strategic partner provides the speed-to-benefit with a combination of leading practice expertise and strategic oversight to maximize outpatient rehab performance and growth. The expected outcome in performing the Workflow Optimization is to create a sustainable platform that allows for ongoing performance at a leading practice level.

EXHIBIT A-8
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this January 30, 2022 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Monthly SUBSCRIPTION					
INITIAL TERM (NO OF YEARS/ANNUAL PAYMENTS: 2 Years 10 Months			BILLING START DATE:	January 30, 2022	
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total AnnualFees
Natividad Medical Center-1441 Constitution Boulevard, Salinas, California 93906					
MONTHS 1-24 – 01-30-2022 thru 01-29-2024					
AG-EH-HOSP-H Agility Employee Health 1st Hospital Site (Up to 5 Users per Hospital)	1			$11,220.00	$11,220.00
AG-ADOBE-H Adobe Standard Monthly Subscription	1			$240.00	$240.00
AG-EH-ADDHOSPSUP-H Additional Employee Health Hospital Site Perpetual Maintenance/Support	1			$0.00	$0.00
TOTAL FEES FOR MONTHS 1-24 (Applicable Taxes and Expenses Billed Separately)			**$0.00**	**$11,460.00**	**$11,460.00**
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Pro-Rated AnnualFees
MONTHS 25-34 – 01-30-2024 thru 11-30-2024					
AG-EH-HOSP-H Agility Employee Health 1st Hospital Site (Up to 5 Users per Hospital)	1			$11,220.00	$9,350.00
AG-ADOBE-H Adobe Standard Monthly Subscription	1			$240.00	$200.00
AG-EH-ADDHOSPSUP-H Additional Employee Health Hospital Site Perpetual Maintenance/Support	1			$0.00	$0.00
TOTAL FEES FOR MONTHS 25-34 (Applicable Taxes and Expenses Billed Separately)			**$0.00**	**$9,550.00**	**$9,550.00**

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Software and/or Interface(s) set forth above, as applicable, for the specified number of months set forth above following the Billing Start Date.

Payment Terms. One-times Fees are due upon execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an Annual basis, shall commence on the Billing Start Date and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER, and payments shall be due within fifteen (15) days of the invoice date. Expenses are billed separately and payable in

accordance with the Agreement. Net Health accepts payment by check, credit card, and ACH. Additional fees may apply to payments made by credit card. Credit card or ACH payment is required for Monthly Fees totaling $1,000 or less.

___CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Joshua Moyer

Title: Vice President & General Counsel

Date: Apr 8, 2022

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: Charles R. Harris

Name: Charles R. Harris

Title: CEO

Date: April 27, 2022

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13298; Amendment No.: 6
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13298) with Net Health Systems, Inc. to add the Acute Physical Therapy and Home Exercise and Predictive Analytics modules, extending the agreement term for an additional twenty-nine (29) month period (January 30, 2022 through June 30, 2024) for a revised full agreement term of August 31, 2016 through June 30, 2024, and adding $24,009 for a revised total agreement amount not to exceed $347,429.

PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 8, 2021.

Dated: May 14, 2021
File ID: A 21-232
Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

AMENDMENT NO. 6
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT No. 6 TO MASTER AGREEMENT (this "Amendment No. 6") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center. an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912·1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31. 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29. 2019 and to add an additional $43.685 thereby increasing the total Agreement amount to $99,635;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130 for a revised total Agreement amount of $272,765.00;

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180 for a revised total agreement amount of $316,945; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335 for a revised total agreement amount of $321,280; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5. to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount not to exceed $323.420; and

WHEREAS, the Parties now desire to amend the Agreement via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program, Outcomes Management System, and Physical Therapy Acute

modules by virtue of Exhibit A-6, to be coterminous with Exhibit A-2, adding an additional $24,009 for a revised total agreement amount not to exceed $347,429.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 6 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 6 shall control. Except as set forth in this Amendment No. 6, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Joshua M. Moyer

Title: General Counsel

Date: Feb 25, 2021

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____ for Gary R Gray

Name: Kristen Aldrich

Title: Deputy Purchasing Agent

Date: 10-10-21

Reviewed and approved as to form.

Deputy County Counsel
April 28, 2021

Reviewed for Fiscal Provisions

Chief Deputy Auditor-Controller
4-28-2021

EXHIBIT A-6

TO

Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this _____ day of February, 2021 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

MONTHLY SUBSCRIPTION Coterminous with PS dated 1/30/2019						
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Monthly Fees / Unit	Total Monthly Fees
REx-BioEx	BioEx - Home Exercise Program 15 Users	1	$250	$250	$105	$105
REx-FOTO	FOTO - Outcomes Manager and Patient Inquiry 15 Users	1	$399	$399	$425	$425
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				$649		$530
Deposit Required Upon Execution of This Purchase Schedule: *(See below)*				$1,384.50		

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Software and/or Interface(s) set forth above, as applicable, for the specified number of months set forth above following the date of acceptance of the Software and/or Interface(s), as applicable.

Payment Terms. For the Software, Interface(s), and any related services set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health fifty percent (50.0%) of the one-time Fees, plus the first two payments of monthly Fees at the time of execution of this Purchase Schedule. CUSTOMER shall pay to Net Health the remaining fifty percent (50.0%) of the one-time Fees at the time the Software or Interface(s), as applicable, is accepted by CUSTOMER in accordance with the Agreement. Monthly Fees are payable by CUSTOMER to Net Health on a monthly basis, shall commence with respect to each product upon acceptance thereof and continue thereafter for the Initial Term. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of each month, and payments shall be due on the fifteenth (15th) of each month. CUSTOMER's deposit of the first two payments of Monthly Fees will be applied to CUSTOMER's first two months of use of the Software and/or Interfaces, as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.

By: _____

Name: Joshua M. Moyer

Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

By: Kristen for Gary R Gray

Name: Kristen Aldrich

Title: Deputy Purchasing Agent

EXHIBIT A-6

TO

Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this _____day of February, 2021 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)		3				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	ReDoc xfit Natividad Medical Center 1441 Constitution Blvd. Salinas CA 93906					
REx-Acute	Acute Module	1	$5,000	$5,000	$12,000	$12,000
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				$5,000		$12,000
Deposit Required Upon Execution of This Purchase Schedule: *(See below)*				$14,500.00		

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Licensed Software and/or Interface(s) set forth above, as applicable, for the specified number of years set forth above following the date of acceptance of the Licensed Software and/or Interface(s), as applicable.

Payment Terms. For the Licensed Software, Interface(s), and any related services set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health fifty percent (50.0%) of the one-time Fees, plus the first payment of annual Fees at the time of execution of this Purchase Schedule. CUSTOMER shall pay to Net Health the remaining fifty percent (50.0%) of the one-time Fees at the time the Licensed Software, or Interface(s), as applicable, is accepted by CUSTOMER in accordance with the Agreement. Annual Fees are payable by CUSTOMER to Net Health on an annual basis and shall commence upon acceptance, and continue thereafter for the Purchase Schedule Initial Term. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of the month for each new annual period, and payments shall be due on the fifteenth (15th) of such month. CUSTOMER's deposit of the first payment of annual Fees will be applied to CUSTOMER's first year of use of the Licensed Software, or Interface(s), as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule effective date.

Net Health Systems, Inc.

By: _____

Name: Joshua Moyer

Title: General Counsel

The County of Monterey on behalf of Natividad Medical Center

By: _____ for Gary R Gray

Name: Kristen Aldrich

Title: Deputy Purchasing Agent

AMENDMENT NO. 5
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT No. 5 TO MASTER AGREEMENT (this "Amendment No. 4") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center. an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas. CA 93912·1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31. 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685 thereby increasing the total Agreement amount to $99,635;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130 for a revised total Agreement amount of $272,765.00:

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180 for a revised total agreement amount of $316,945; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335 for a revised total agreement amount of $321,280; and

WHEREAS, the Parties now desire to amend the Agreement via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount not to exceed $323,420.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 5 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 5 shall control. Except as set forth in this Amendment No. 5, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.	**COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER**
By: _____	By: _____
Name: Joshua M. Moyer	Name: _____
Title: General Counsel and Secretary	Title: CEO
Date: Jan 28, 2021	Date: 2/18/21

Reviewed and approved as to form. 2/15/21.

Deputy County Counsel

Reviewed for Fiscal Provisions
2-15-2021
gary k gibonsy

EXHIBIT A-5

TO

Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 5th day of January, 2021 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)		1				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	Agility Iron Bridge Immunization Registry Interface Development for Natividad Medical Center, located in California	1	$1,000	$1,000	$0	$0
	Iron Bridge Tier 2:(5,001-10,000 immunizations)	1	$0	$0	$1,140	$1,140
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				$1,000		$1,140
Deposit Required Upon Execution of This Purchase Schedule: *(See below)*				$1,640.00		

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue with respect to each of the Licensed Software and/or Interface(s) set forth above, as applicable, for the specified number of years set forth above following the date of acceptance of the Licensed Software and/or Interface(s), as applicable.

Payment Terms. For the Licensed Software, Interface(s), and any related services set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health fifty percent (50.0%) of the one-time Fees, plus the first payment of annual Fees at the time of execution of this Purchase Schedule. CUSTOMER shall pay to Net Health the remaining fifty percent (50.0%) of the one-time Fees at the time the Licensed Software, or Interface(s), as applicable, is accepted by CUSTOMER in accordance with the Agreement. Annual Fees are payable by CUSTOMER to Net Health on an annual basis and shall commence upon acceptance, and continue thereafter for the Purchase Schedule Initial Term. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of the month for each new annual period, and payments shall be due on the fifteenth (15th) of such month. CUSTOMER's deposit of the first payment of annual Fees will be applied to CUSTOMER's first year of use of the Licensed Software, or Interface(s), as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.

By: _____

Name: Joshua M. Moyer

Title: General Counsel

Natividad Medical Center

By: _____

Name: _____

Title: CEO

DocuSign Envelope ID: 0C85F70A-8586-4BE1-8249-4655165A78C6

AMENDMENT NO. 4
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT No. 4 TO MASTER AGREEMENT (this "Amendment No. 4") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685 thereby increasing the total Agreement amount to $99,635;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130 for a revised total Agreement amount of $272,765.00;

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180 for a revised total agreement amount of $316,945; and

WHEREAS, the Parties now desire to amend the Agreement to add $4,335 in funding to the agreement to support potential future travel expenses incurred as a result of training requests by CUSTOMER for a total amount not to exceed $321,280.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 4 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference.

2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 4 shall control. Except as set forth in this Amendment No. 4, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.

DocuSigned by:
By: Joshua M. Moyer
478D7B838D34414...

Name: Joshua M. Moyer

Title: General Counsel

Date: 11/19/2020

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: Gary Gray

Title: CEO

Date: 12/28/2020

Approved as to form.

Deputy County Counsel
12/21/2020

Approved for Fiscal Provisions

Gary K Giboney

12-21-2020

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-13298, Amendment No. 3
a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13298) with Net Health Systems, Inc. to add a scheduling interface to the ReDoc software and to further amend the Agreement to add the software "Agility" at NMC, with no change in the agreement term of August 31, 2016 through January 29, 2022, and adding $44,180 for a revised total agreement amount not to exceed $316,945.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, 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 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-426
Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

AMENDMENT NO. 3
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 3 TO MASTER AGREEMENT (this "Amendment No. 3") is made this 10th day of December, 2019 by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685 thereby increasing the total Agreement amount to $99,635;

WHEREAS, the Purchase Schedule Term expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130 for a revised total Agreement amount of $272,765.00;

WHEREAS, the Parties now desire to once again amend the Agreement to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2; and

WHEREAS, the Fees under Exhibit A-3 the Fees shall be a one-time Fee of $5,000.00, and an Annual Fee of $2,400.00 for the period of January 30, 2020 – January 29, 2021, and an Annual Fee of $2,400.00 for the period of January 30, 2021 – January 29, 2022; and the Fees under Exhibit A-4 shall be a one-time fee of $7,500.00, an Annual Fee of $13,440.00 for the period of January 30, 2020 – January 29, 2021, and an Annual Fee of $13,440 for the period of January 30, 2021 – January 29, 2022, for a revised total Agreement amount not to exceed $316,945.00

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment No. 3 and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by reference.

2. ReDoc xfit Scheduling Interface. Exhibit A-3, adding the ReDoc xfit Scheduling Interface to CUSTOMER's existing instance of the ReDoc Software is hereby incorporated into the Agreement.

3. AgilityEH Software. Exhibit A-4, adding a new instance of the AgilityEH Software is hereby incorporated into the Agreement.

4. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 3 shall control. Except as set forth in this Amendment No. 3, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No 3. to be executed effective as the date signed by the last Party.

NET HEALTH SYSTEMS, INC.

By: Anthony Sanzo/JM

Name: Anthony Sanzo

Title: Chairman & CEO

Date: 11/14/19

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: _____

Title: CEO

Date: 11/15/19

Reviewed & approved as to form
Stacy Saetta
11/20/19

Reviewed as to fiscal provisions
_____
Auditor-Controller
County of Monterey
11/21/19

net health

Exhibit A-3

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective the 10th day of December, 2019 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31st, 2016 executed between the parties (the "Agreement").

ANNUAL SUBSCRIPTION							
TERM:			Through January 29, 2022				
Item Code	Description - Authorized Site/Providers		Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
ReDoc	ReDoc Xfit Scheduling Interface		1	$5,000	$5,000	$2,400	$2,400
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)					$5,000		$2,400

Type of Users	PT	PTA	OT	COTA	SLP	SLPA	Total
Clinical Users (Greater than or equal to 40 hrs/month)							0
Clinical Users (Less than 40 hrs/month)							0
Student Users							0
Total Clinical Subscription Users							**0**
Clerical/Administrative Users							0
						Total Users	**0**
FOTO # of Locations for OM							n/a
Inphonite Credits per Month							0

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the duration set forth above.

Payment Terms. One time Fees shall be invoiced by Net Health upon CUSTOMER's execution, and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoices to the office of the Auditor-Controller of the County of Monterey, and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payments by check, credit card and ACH. Additinoal fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.

By: _____

Name: Anthony M. Sanzo

Title: Chairman & CEO

County of Monterey on behalf of Natividad Medical Center

By: _____

Name: _____

Title: _____

EXHIBIT A-4
TO
Master Agreement

net health

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective the 10th day of December, 2019 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Software Subscription					
Initial Term (Number of Years/Annual Payments)		Through January 29, 2022			
Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Agility EH™ - 1st Hospital Site Includes Agility EH™ Software, Portals, Hosting, and Adobe Form Customization Includes up to 5 users per hospital	1			$10,440	$10,440
Agility Training & Implementation **For Single Database Solution. This Includes:** Single Database - Up to 5 Users File Build Setup 2 Days Live-Onsite for Implementation 1 Day Live-Onsite 60 Days Post-Go-Live Follow Up	1	$7,500	$7,500		
Agility 360 Consulting Services Performance Health Checks to track, recommend, and evaluate KPIs as detailed in the Statement of Work attached hereto	1			$3,000	$3,000
On-Going Support Includes Software Updates Includes Regulatory Updates		Included	Included		
Agility EH™ Connectivity to Kronos File Bridge Format Included		Included	Included		
THIS PROPOSAL AND PRICING ABOVE EXPIRES 12/31/2019.					
Total Fees Based Upon This Configuaration Taxes and Expenses Billed Separately			One-Time Fees: $7,500		Annual Fees: $13,440

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the duration set forth above.

Payment Terms. One time Fees shall be invoiced by Net Health upon CUSTOMER's execution, and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoices to the office of the Auditor-Controller of the County of Monterey, and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payments by check, credit card and ACH. Additinoal fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.
By: _____
Name: Anthony Sanzo
Title: Chairman & CEO

County of Monterey on behalf of Natividad Medical Center
By: _____
Name: _____
Title: _____

Monterey County
Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-13298, Amendment No. 2
A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-13298) with Net Health Systems, Inc. for continued use of the ReDoc software and to further amend the Agreement to upgrade the Software to "ReDoc powered by xfit" at NMC, retroactive to January 30, 2019, to extend the agreement term for an additional three (3) year period (January 30, 2019 through January 29, 2022) for a revised full agreement term of August 31, 2016 through January 29, 2022, and adding $173,130 for a revised total agreement amount not to exceed $272,765.
b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($5,595) of the original cost of the agreement.

PASSED AND ADOPTED on this 23rd day of April 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, 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 82 for the meeting April 23, 2019.

Dated: April 24, 2019
Legistar File ID: A 19-068
Agenda Item No. 19

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Valerie Ralph, Clerk of the Board

AMENDMENT NO. 2
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS INC., AND
NATIVIDAD MEDICAL CENTER
FOR
REDOC SOFTWARE

THIS RENEWAL AND AMENDMENT NO. 2 TO MASTER AGREEMENT (this "Amendment") is made this 26th day of February, 2019 by and between Net Health Systems, Inc., a Pennsylvania corporation with an address of 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685 thereby increasing the total Agreement amount to $99,635;

WHEREAS, the Purchase Schedule Term expired on January 29, 2019;

WHEREAS, the Parties now desire to amend the Agreement to extend the Purchase Schedule Initial Term for an additional three (3) year period commencing on January 30, 2019 through January 29, 2022 for a revised full Agreement Term of August 31, 2016 through January 29, 2022 at the Fees described herein to allow CUSTOMER continued use of the ReDoc software and to further amend the Agreement to upgrade the Software to "ReDoc powered by xfit" and to make such changes to the Agreement as necessary to reflect the "software as a service" nature of the Software; and

WHEREAS, the Annual Fee for the renewal term shall be $51,690/year for year one of the renewal, and $60,720/year for years two and three of the renewal, for a revised total Agreement amount not to exceed $272,765.00.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and representations set forth in this Amendment and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound agree as follows:

1. **Software**. Section 1 of Agreement is hereby relabeled as "Software."

2. **Use and Access of Software**. Section 1(a) of the Agreement is hereby deleted in its entirety and restated as follows:

"Use and Access of Software. Subject to the terms, conditions and limitations set forth in this Agreement, CUSTOMER shall have the non-exclusive, non-transferable right to use and access the software more fully described in the Purchase Schedule(s) (the "Software") attached hereto as Exhibit A-2 for the term set forth therein, and all related materials and services, if any, supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the designated sites and healthcare providers/users (each an "Authorized Site/Provider," which Authorized Sites/Providers are more fully identified on Exhibit A-2) set forth in the applicable Purchase Schedule."

3. **Limitations**. Section 1(b) of the Agreement is hereby deleted in its entirety and restated as follows:

"Limitations. Except as otherwise expressly set forth herein, CUSTOMER receives no right to copy, distribute, disseminate, modify, reverse engineer or license/sublicense the Software. Payment of the Fees or any portion thereof does not entitle CUSTOMER, or any of its affiliates, independent contractors, or agents, to use the Software at any location other than an Authorized Site. Subject to the foregoing restrictions and Section 8 hereof, CUSTOMER'S affiliates and those agents and subcontractors of CUSTOMER that have agreed in writing to abide by the terms and conditions of this Agreement may access and/or use the Software solely for CUSTOMER'S benefit hereunder. CUSTOMER at all times shall be responsible and liable to Net Health for any use of the Software by such affiliates, agents or subcontractors."

4. **Term**. Section 1(d) of the Agreement is hereby deleted in its entirety and restated as follows:

"Term.

(a) The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect for the balance of any Purchase Schedule Term (subject to the terms and conditions herein, including without limitation termination).

5. **References to "Licensed Software"**. All references to the "Licensed Software" in the Agreement are hereby amended and restated as references to the "Software".

6. Section 8(b) of the Agreement is deleted in its entirety.

7. The following is added as Section 23 to the Agreement:

CONSULTING SERVICES.

(a) Consulting Services. CUSTOMER agrees to accept, and Net Health agrees to provide certain personnel to perform consulting services ("Consulting Services"), if applicable, subject to the terms of this Agreement and as set forth on the applicable Purchase Schedule. Consulting Services may be performed via telephone and other forms of remote correspondence, and may include on-site meetings with CUSTOMER, as further specified in each Purchase Schedule.

(b) Independent Contractor/Relationship of the Parties. In connection with Net Health's performance of any Consulting Services, Net Health and each person provided by Net Health to CUSTOMER hereunder shall act solely as an independent contractor and nothing herein contained shall at any time be so construed as to create a relationship of employer and

employee, partnership, principal and agent, or joint venture as between CUSTOMER and Net Health or between CUSTOMER and any person provided by Net Health to CUSTOMER hereunder. CUSTOMER will report the amounts paid to Net Health in accordance with applicable tax laws.

(c) CUSTOMER will cooperate with Net Health in its performance of the Consulting Services, if applicable, and will at all times provide Net Health with at least one reliable point of contact for purposes of overseeing the Consulting Services.

8. **Effect on Agreement**. Except as specifically modified by way of this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

9. **Counterparts**. This Amendment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

10. **Amendment Effective Date**. This Renewal and Amendment No. 2 is effective retroactively to January 30, 2019 (the "Amendment Effective Date").

11. **ReDoc Software Renewal and Upgrade**. Exhibit A-2, renewing and upgrading the ReDoc software is hereby incorporated into the Agreement. Exhibit A-2 terminates and supersedes the previous Exhibits A and A-1.

12. **ReDoc Professional Services Statement of Work**. The Professional Services Statement of Work is hereby incorporated into the Agreement as Exhibit C.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed effective as the Amendment Effective Date.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Patrick L. Colletti

Title: President & COO

Date: 2/26/2019

COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: Gary R Cos

Title: CEO

Date: 4/25/19

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Dep Cos
3.20.19

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey
3/21/19

net health

Exhibit A-2
ReDoc Renewal & Upgrade
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 30th day of January, 2019 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties, as amended (the "Agreement").

ANNUAL SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS)		3				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
REx-IMPHOSP-T	**ReDoc powered by xfit Upgrade:** Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906					
REx-HOSPFT-G	Annual Subscription Fees: Includes ReDoc xfit Interfaces (ADT, DFT, & Clincal Results) & E-Fax Includes 12 Months of 360 Professional Services as set forth in the Statement of Work attached hereto in Exhibit C	1	$0	$0	**Year 1:** $51,690 **Year 2:** $60,720 **Year 3:** $60,720	**Year 1:** $51,690 **Year 2:** $60,720 **Year 3:** $60,720
REx-MIGRATION-D	ReDoc powered by xfit Upgrade: Data Migration Fees	1	$1,500	WAIVED	$0	$0
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				**$0**		See above

Type of Users	PT	PTA	OT	COTA	SLP	SLPA	Total
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	4	0	4	0	15
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0	5
Student Users	0	0	0	0	0	0	0
Total Clinical Subscription Users							**20**
Clerical/Administrative Users	**3**						3
						Total Users	**23**
FOTO # of Locations for OM							n/a
Inphonite Credits per Month							1500

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the number of years set forth above.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health on or before Purchase Schedule Effective Date. Net Health shall invoice CUSTOMER for each annual period and CUSTOMER shall promptly submit such invoice to the office of the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

NOTE: It is anticipated that the upgrade to "ReDoc powered by xfit" shall be complete by or before September 1, 2019. Until the upgrade set forth in this Purchase Schedule is complete, CUSTOMER shall continue having complete access to the classic version of the Software (namely, the ReDoc Enterprise Subscription Outpatient -Version 7 Interfaced to Meditech (ADT/DFT/Results), including 1500 Inphonite credits/month, hereinafter "ReDoc Classic"). Following the completion of the upgrade, CUSTOMER shall continue to have read-only access to ReDoc Classic for a period of six months.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule

Net Health Systems, Inc.

By: _____

Name: Patrick L. Colletti

Title: President & COO

County of Monterey on behalf of Natividad Medical Center

By: _____

Name: _____

Title: _____

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Dep Cow
3.20.19

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 3/21/19

ReDoc® | Software for Rehab Therapy

net health

EXHIBIT C

REDOC PERFORMANCE HEALTH CHECK STATEMENT OF WORK

DESCRIPTION OF CONSULTING SERVICES:

REDOC PERFORMANCE HEALTH CHECK - Net Health shall provide a liaison to review current ReDoc features, configurations, and workflows to determine opportunities for improved patient outcomes, financial performance and visit management. At the end of the engagement, you will receive a ReDoc Performance Health Check Analysis Report detailing the results of your review and align recommendations to optimize your clinical and business operations.

Services will be provided in accordance with the following Phases:

PHASE 1 (DATA COLLECTION PRE-WORK PRIOR TO REDOC GO-LIVE)
GOAL: *Identify the critical clinical and operational data collection endpoints supporting the work performed within the outpatient therapy department.*

1. Schedule a call (1 hour) to formally introduce the Health Check process
2. Discuss how ReDoc Performance Health Check will be conducted
3. Discuss the overall flow of clinical and operational staff and the department's workflow

PHASE 2 (CONDUCT USER ANALYSIS FOR LEADING PRACTICE - PERFORMED APPROX. 6 MONTHS POST GO-LIVE)
GOAL: *Conduct a targeted Needs Analysis to examine client's current ReDoc features, configurations, and operational processes to determine opportunities for workflow and performance improvement.*

1. Review currently activated features and configurations within ReDoc (Suite, Scheduler, BIS, etc.)
2. Conduct a ReDoc User and Performance Analysis for leading practices
3. Completion of a ReDoc Utilization Scorecard
4. Assess and quantify key performance indicator opportunities to enhance patient outcomes, financial performance, and visit management. Client's key performance indicators will be ranked against the top performers within the ReDoc database.

PHASE 3 (POST-REDOC PERFORMANCE HEALTH CHECK RESULTS)
GOAL: *Review findings and recommendations to establish processes to close deficiencies, optimize clinical, operational, financial, and compliance processes to optimize ReDoc and clinic performance.*

1. Schedule a call (1-2 hours) to review HealthCheck findings
2. Discuss next steps to leverage opportunities available within ReDoc

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13298

Upon motion of Supervisor Parker, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Amendment No. 1 to the agreement (A-13298) with Net Health Systems, Inc. for continued use of rehabilitation documentation software licenses at NMC, extending the agreement an additional seventeen (17) month period (August 31, 2017 through January 29, 2019) for a revised full agreement term of August 31, 2016 through January 29, 2019, and adding $43,685 for a revised total agreement amount not to exceed $99,635.

PASSED AND ADOPTED this 29th day of August 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Parker and Adams
NOES: None
ABSENT: Supervisor Salinas

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 80 for the meeting August 29, 2017.

Dated: August 31, 2017
File ID: A 17-355

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AMENDMENT NO. 1
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
REHABILITATION DOCUMENTATION SOFTWARE AND LICENSES (REDOC)

This Amendment No. 1 to the Master Agreement ("Agreement") which was effective on August 31, 2016 is entered into by and between the **County of Monterey (hereinafter "COUNTY"), on behalf of Natividad Medical Center (hereinafter "CUSTOMER")**, and **Net Health Systems, Inc. (hereinafter "NET HEALTH")**. Collectively, COUNTY, CUSTOMER and NET HEALTH are referred to as the "Parties", with respect to the following:

RECITALS

WHEREAS, CUSTOMER and NET HEALTH entered into an Agreement with respect to one or more Purchase Schedule(s) for a subscription to use rehabilitation software (ReDoc) and licenses, with a Purchase Schedule Initial Term commencing on August 31, 2016 and continuing for a period of one (1) year following CUSTOMER's acceptance of the Licensed Software with a total Agreement amount not to exceed $55,950;

WHEREAS, CUSTOMER accepted the Licensed Software on January 30, 2017 and therefore, the Purchase Schedule Initial Term will expire on January 29, 2018;

WHEREAS, the Parties wish to amend the Agreement to add a Speech Language Pathology (SLP) software license as per page 1 of the Purchase Schedule marked as "Exhibit A-1 page 1" attached hereto this Amendment No. 1 commencing on August 31, 2017 through January 29, 2018 with a fee of $1,025; and

WHEREAS, the Parties further wish to amend the Agreement to extend the Purchase Schedule Initial Term for an additional one (1) year period commencing on January 30, 2018 through January 29, 2019 for a revised full Agreement Term August 31, 2016 through January 29, 2019 to allow CUSTOMER continued use of the ReDoc and SLP software and licenses as stated in the Agreement to be billed going forward as per page 2 of the Purchase Schedule marked as "Exhibit A-1 page 2" attached hereto this Amendment No. 1 with an Annual Fee total of $42,660 for a revised total Agreement amount not to exceed $99,635 and to include an updated Business Associates Agreement as an attachment to the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. As of the Amendment No.1 Effective Date, CUSTOMER and NET HEALTH agree that the Agreement is amended to add the Purchase Schedule marked as "Exhibit A-1 page 1" attached hereto which adds a Speech Language Pathology (SLP) software license to CUSTOMER's use of the Licensed Software. CUSTOMER's payment of Fees for the new SLP software license are payable in accordance with Exhibit A-1 page 1.

2. Effective January 30, 2018, the Purchase Schedule marked as "Exhibit A-1 page 2" attached hereto shall govern CUSTOMER's use of the Licensed Software (along with the terms and conditions of the Agreement) for a Term commencing on January 30, 2018 and continuing through January 29, 2019.

3. "EXHIBIT B (Business Associate Agreement)" attached to the Agreement shall be replaced with the revised "EXHIBIT B (Business Associate Agreement)" attached hereto this Amendment No. 1.

4. 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.

5. A copy of this Amendment No. 1 shall be attached to the Agreement.

6. This Amendment No. 1 shall be effective August 31, 2017 (the "Amendment No. 1 Effective Date").

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 8/31/17

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

_____
Name

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

_____
Name

Date: _____

CONTRACTOR

NET HEALTH SYSTEMS, INC.
CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

PATRICK L. COLLETTI - PRESIDENT
Name and Title

Date: AUGUST 4, 2017

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

CHRISTOPHER F. HAYES
Name and Title

Date: AUGUST 7, 2017

Signature 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 (2 signatures required).

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 (2 signatures required).

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 signature required).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 8/22/17

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

ABrerton
Name

Date: Aug 17, 2017

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Gary K. Gibson
Name

Date: 8-17-17

CONTRACTOR

NET HEALTH SYSTEMS, INC.
CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

Date: _____

Signature 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 (2 signatures required).

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 (2 signatures required).

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 signature required).

EXHIBIT A-1 Page 1
TO
Master Agreement

net health

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 31st day of August, 2017 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Purchase Schedule Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual Subscription						
Concurrent with PS dated 8/31/2016						
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
ReDoc	1 SLP Full-Time License 5 Month Term: 8/31/2017 - 1/29/2018	1	$0	$0	$1,025	$1,025
TOTAL FEES ON PURCHASE SCHEDULE				$0		$1,025

Type of Users	PT	PTA	OT	COTA	SLP	SLPA	Total
Clinical Users (Greater than or equal to 40 hrs/month)					1		1
Clinical Users (Less than 40 hrs/month)							0
Student Users							0
Total Clinical Subscription Users							**1**
Clerical/Administrative Users							0
						Total Users	**1**
FOTO # of Locations for OM							n/a
Inphonite Credits per Month							0

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue through January 29, 2018.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health upon execution of this Purchase Schedule. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

EXHIBIT A-1 Page 2
TO
Master Agreement

net health

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 30th day of January, 2018 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

ANNUAL SUBSCRIPTION						
INITIAL TERM (NUMBER OF YEARS)		1				
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
ReDoc	ReDoc Enterprise Subscription Outpatient - Version 7 Interfaced to Meditech (ADT/DFT/Results)	1	$0	$0	$36,600	$36,600
ReDoc	1 Full Time SLP License (Term: 1/30/2018 - 1/29/2019)	1	$0	$0	$2,460	$2,460
	Inphonite Appointment Reminder System - 1500 Credits	1	$0	$0	$3,600	$3,600
TOTAL FEES ON PURCHASE SCHEDULE				$0		$42,660

Type of Users	PT	PTA	OT	COTA	SLP	SLPA	Total
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	3	0	4	0	14
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0	5
Student Users	0	0	0	0	0	0	0
Total Clinical Subscription Users							**19**
Clerical/Administrative Users	**3**						0
						Total Users	**22**
FOTO # of Locations for OM							n/a
Inphonite Credits per Month							1500

Purchase Schedule Initial Term. The Purchase Schedule Initial Term shall commence upon the Purchase Schedule Effective Date and shall continue for the number of years set forth above.

Payment Terms. Annual Fees are payable by CUSTOMER to Net Health on or before the Purchase Schedule Effective Date. Net Health will invoice CUSTOMER prior to the Purchase Schedule Effective Date and CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective August ____, 2017 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Net Health Systems, 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 ("HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI**.

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed;

and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply with HIPAA and the HITECH Act. Business Associate shall comply with applicable California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: http://www.natividad.com/quality-and-safety/patient-privacy . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate in writing of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate in writing of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(f) To the extent that individual authorization is required for any use or disclosure of PHI contemplated under the Services Agreement, Covered Entity shall obtain such authorization prior to requesting that Business Associate make such use or disclosure.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and

requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity or Business Associate determines in good faith that the other Party has breached a material term of this BAA, the non-breaching Party may either: (i) immediately terminate this BAA and any underlying Services Agreement if cure is not possible; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of the breaching Party's receipt of written notice of such breach, if the breach is not cured by the non-breaching Party within such thirty (30) day period.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect

to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Net Health
Attn: Legal Department
40 24th Street, Pittsburgh, PA 15222
Phone: 1-800-411-6281

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Subject to the indemnification procedures set forth below, Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any third party claim, liability, loss, injury, cost, expense, penalty or damage, including reasonable costs incurred by the County with respect to any investigation, enforcement proceeding, or third party governmental action , arising out of, or in connection with, a material violation of this BAA or a Breach to the extent attributable to an act or omission of Business Associate and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. County's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Business Associate and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, and defense thereof by Business Associate; and reasonable cooperation by the County, at Business Associate's request and expense, in the defense of the claim. County shall have the right to participate in the defense of a claim by Business Associate with counsel of the County's choice at the County's expense. County shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, liabilities, losses, damages, cost, expenses, penalties or damages for which it is indemnified under this Section 5.8, regardless of whether the County has tendered its defense to Business Associate. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein.

5.10 Intentionally omitted.

5.11 Intentionally omitted

5.12 Intentionally omitted.

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

By: _____

Print Name _____

Print Title _____

Date: _____

COVERED ENTITY

By: _____

Print Name: _____

Print Title: _____

Date: _____

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey

8-17-17

8.17.17

Approved by the County of Monterey Board of Supervisors on 11/01/16 and revised on 12/09/16

BUSINESS ASSOCIATE

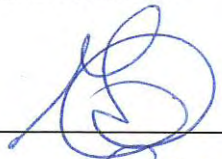
By: 

Print Name PATRICK L COLLETTI

Print Title PRESIDENT

Date: AUGUST 17, 2017

COVERED ENTITY

By: 

Print Name: GARY GAY

Print Title: CFO

Date: 8/31/17

Approved by the County of Monterey Board of Supervisors on 11/01/16 and revised on 12/09/16

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13298

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Master Agreement with Net Health Systems, Inc. (Net Health) retroactive to August 31, 2016, for the provision of rehabilitation documentation software and licenses to be used within Natividad Medical Center's Outpatient Physical, Occupational and Speech Therapy Departments, including a Purchase Schedule and containing non-standard risk terms regarding limitation of liability, non-standard insurance provisions, limitation on warranty and indemnification, in an amount not to exceed $55,950 for a one-year term of August 31, 2016 through August 30, 2017; and
b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the Master Agreement, which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($5,595) of the original cost of the Master Agreement.

PASSED AND ADOPTED on this 20th day of September 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on September 20, 2016.

Dated: September 21, 2016
File ID: A 16-292

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

net health.

MASTER AGREEMENT

THIS MASTER AGREEMENT (the "Agreement") is made this 31st day of August, 2016 (the "Effective Date"), by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, Pennsylvania 15222 ("Net Health") and the County of Monterey on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd, Salinas, CA 93912-1611 ("CUSTOMER").

RECITALS

WHEREAS, Net Health owns proprietary software and CUSTOMER desires to license software from Net Health in accordance with the terms of this Agreement; and

WHEREAS, Net Health and CUSTOMER desire that this Agreement serve as the Master Agreement with respect to one or more purchase schedule(s) (each a "Purchase Schedule") attached hereto as Exhibit A (which may from time to time be amended, supplemented, or restated as agreed in writing between the parties) and executed by Net Health and CUSTOMER setting forth the Licensed Software (as such term is defined herein below), services, service fees and other terms applicable thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, and intending to be legally bound hereby, the parties agree as follows:

1. LICENSE.

(a) License Grant. Subject to the terms, conditions and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives, the non-exclusive, non-transferable license more fully described in the Purchase Schedule(s) (the "Licensed Software") attached hereto as Exhibit A, and all related materials and services, if any, supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider," which Authorized Sites/Providers are more fully identified on Exhibit A) set forth in the applicable Purchase Schedule.

(b) Limitations. Except as otherwise expressly set forth herein, the foregoing license expressly excludes licenses to copy, distribute, disseminate, modify, reverse engineer or sublicense Licensed Software. Payment of the Fees (as defined in Section 4) or any portion thereof does not entitle CUSTOMER, or any of its affiliates, independent contractors, or agents, to use the Licensed Software at any location other than an Authorized Site. Subject to the foregoing restrictions and Section 7 hereof, CUSTOMER'S affiliates and those agents and subcontractors of CUSTOMER that have agreed in writing to abide by the terms and conditions of this Agreement may access and/or use the Licensed Software solely for CUSTOMER'S benefit hereunder. CUSTOMER at all times shall be responsible and liable to Net Health for any use of the Licensed Software by such affiliates, agents or subcontractors.

(c) Title. Title to the Licensed Software and all additional programs developed by Net Health for CUSTOMER hereunder, and all copies thereof are proprietary to Net Health and title thereto remains with Net Health.

(d) License Term. In accordance with the terms herein, commencing on the Effective Date of this Agreement or any applicable Purchase Schedule Effective Date, Net Health grants to CUSTOMER a license to use the Licensed Software only for the term stated in the applicable Purchase Schedule (the "Initial Term").

(e) Return of Data. (i) All data provided by CUSTOMER ("CUSTOMER data") belongs to CUSTOMER. Except for purposes of providing the services hereunder, use or distribution of CUSTOMER data by Net Health is prohibited unless Net Health obtains prior written consent from CUSTOMER. Upon request from CUSTOMER following termination of this Agreement or any Purchase Schedule for any reason, Net Health shall provide in a useable electronic form, as a comma delimited text file, a copy of the CUSTOMER data to CUSTOMER. If CUSTOMER makes no such request within 90 days of termination, Net Health shall have the right to destroy its copy of such CUSTOMER Data without further obligations to CUSTOMER. If Net Health is unable to return all data then data must be erased, destroyed and rendered unreadable in its entirety in a manner that prevents its physical reconstruction.

2. INTERFACES.

(a) CUSTOMER agrees to accept, and Net Health agrees to build, as applicable, the interface(s) described in the Purchase Schedule (the "Interface(s)").

(b) Implementation Timeframe. Assuming reasonable cooperation from CUSTOMER, the Interface shall be completed no more than forty-five (45) days after CUSTOMER requests such interface, which request shall be deemed to be submitted upon the completion, execution, and delivery of the Applicable Purchase Schedule to Net Health and the attachment of the same to the Agreement; provided, however, Net Health is not currently building an interface for CUSTOMER. In this event, Net Health will complete the requested Interface within approximately forty-five (45) days after the previous CUSTOMER interface is accepted.

(c) Acceptance. CUSTOMER will have a period of thirty (30) days after completion of the Interface (the "Acceptance Period") to test the Interface to confirm that it is capable performing in all material respects in accordance with all functional specifications set forth in the Purchase Schedule. If CUSTOMER notifies Net Health in writing during the Acceptance Period of any failure of the Interface to conform to the standards as set forth in the Purchase Schedule, Net Health, at its own expense, will modify, repair, adjust, or replace the Interface to make it conform to the specifications set forth in the Purchase Schedule within thirty (30) days after the date Net Health receives CUSTOMER'S deficiency notice. Net Health will provide CUSTOMER with a written "corrective action plan" in response to CUSTOMER'S deficiency notice. CUSTOMER may perform additional acceptance tests during a period commencing on the date when Net Health has delivered a revised Interface correcting all identified deficiencies. This restarted Acceptance Period will have a duration equal to that of the initial Acceptance Period. If the Interface does not conform to the specifications set forth in the Purchase Schedule, at the end of the applicable Acceptance Period or any extension thereof, CUSTOMER may either (i) reject such Interface

and terminate the Purchase Schedule with respect to such interface for material breach without further cure period, or (ii) repeat the acceptance procedures set forth in this Section 2(c) as often as CUSTOMER determines is necessary.

3. INTENTIONALLY OMITTED.

4. PAYMENT.

(a) In consideration of the Licensed Software and Interface(s) provided hereby, CUSTOMER shall pay to Net Health the amounts provided for in the applicable Purchase Schedule (the "Fee(s)") and in accordance with the payment terms set forth in this Agreement and in the applicable Purchase Schedule. Except for termination by CUSTOMER pursuant to Section 8(a), all payment obligations under this Agreement are non-cancelable and non-refundable.

(b) Set Up and Training Fees. Unless otherwise provided in the applicable Purchase Schedule, CUSTOMER shall pay to Net Health a one-time fee stated in the applicable Purchase Schedule for setup of the Licensed Software and for the onsite training at the CUSTOMER'S facility. If CUSTOMER chooses any Saturday or Sunday training, it will cost an additional $500.00 per day payable to Net Health. CUSTOMER shall also reimburse Net Health for expenses incurred by Net Health including, but not limited to, travel, airfare, hotel, mileage, transportation, meals, etc. in accordance with the County of Monterey's Travel Policy located online at http://www.co.monterey.ca.us/auditor/policies.htm). If CUSTOMER cancels or reschedules training less than fifteen (15) days prior to the scheduled date of such training, the CUSTOMER will be charged the greater of (i) a $2500.00 fee with respect to each such cancelled or rescheduled training, or (ii) an amount equal to the monthly Fees for the applicable Licensed Software during the length of any such delay in training

5. CUSTOMER ACCEPTANCE. CUSTOMER shall be deemed to have accepted the Licensed Software upon the earlier of (i) the completion of training as provided in the applicable Purchase Schedule and/or the delivery to Net Health of a Certificate of Training Completion (a copy of which can be provided to CUSTOMER upon request); (ii) 30 days after the date upon which the Licensed Software first becomes available to CUSTOMER; or (iii) CUSTOMER uses any component or functionality of the Licensed Software for patient, commercial or production purposes.

6. CUSTOMER RESPONSIBILITIES.

(a) CUSTOMER shall be responsible for the following, unless otherwise set forth in the applicable Purchase Schedule: adherence to specified electrical requirements; running all cable and phone connections for the Licensed Software; and all data conversion (if applicable).

(b) CUSTOMER will participate fully in the implementation, including attending training sessions, performing applicable file builds, and complying with other reasonable Net Health instructions regarding the implementation. In no event shall CUSTOMER delay the start of implementation of the applicable Licensed Software beyond ninety (90) days after the applicable Purchase Schedule Effective Date. In the event CUSTOMER delays the completion of the implementation of the Licensed Software or

Interface(s) beyond six months from the applicable Purchase Schedule Effective Date, for each month thereafter until the Licensed Software or Interface(s) is fully implemented and accepted by CUSTOMER, CUSTOMER shall pay to Net Health fifty percent of the monthly Fees, or one-twenty-fourth of the annual Fees due for the Licensed Software or Interface, as applicable. The Term with respect to Licensed Software or Interface(s) shall not commence until accepted by CUSTOMER.

(c) Net Health will not be responsible for any issues resulting from CUSTOMER'S failure to comply with the parties' mutually agreed upon plan for implementing the Licensed Software.

(d) CUSTOMER acknowledges that the Licensed Software may use, incorporate or access Third Party Products, or that CUSTOMER may use, incorporate or access Third Party Products in conjunction with CUSTOMER's use of the Licensed Software, or any other product or service provided to CUSTOMER by Net Health. All Third Party Products provided by Net Health shall be listed in the Purchase Schedule. To the extent so listed, Net Health warrants it has the right to license such Third Party Product to CUSTOMER under this Agreement.

To the extent CUSTOMER uses, incorporates or accesses any Third Party Products that are not licensed by Net Health to CUSTOMER, CUSTOMER represents it has obtained and covenants it will obtain the necessary licenses from the applicable third party vendors to use such Third Party Products and agrees that Net Health shall not be liable for CUSTOMER's failure to obtain such licenses. Net Health makes no representation or warranty with respect to any such Third Party Products not licensed by Net Health to CUSTOMER. Net Health shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of these Third Party Products. "Third Party Products" includes, but is not limited to, any product, technology, tool, database, software, works, coding scheme or other intellectual property developed or owned by a third party.

(e) CUSTOMER agrees that it shall use the Licensed Software solely in a manner that complies with this Agreement and all applicable laws.

7. CONFIDENTIALITY.

(a) Net Health acknowledges that CUSTOMER is a public hospital and the Master Agreement in its entirety may be reviewed by the public. Except where disclosure is required by law, including disclosures pursuant to a request under the California Public Records Act, each party agrees that all information supplied by one party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to customers, patients, business partners, or personnel; (d) Protected Health Information (as defined in 45 C.F.R. § 160.103); and (e) the Licensed Software, will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing

definition shall also include any Confidential Information provided by either party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends. In the event that a party or any of its representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information of the other party, each party agrees that it will provide the other party with prompt notice of such request(s) so that it may seek appropriate protective order and/or waive compliance with the provisions of the Agreement.

(b) Each party recognizes the importance of the other party's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 7 (Confidentiality) and elsewhere in this Agreement, including Exhibit B (Business Associate Agreement). Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 7 (Confidentiality) and including Exhibit B (Business Associate Agreement.). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

(c) Net Health recognizes and acknowledges the sensitive and confidential nature of Protected Health Information received from, or created or received by Net Health on behalf of, CUSTOMER and agrees that the use and disclosure of Protected Health Information will be governed by the parties' Business Associate Agreement (Exhibit B).

8. TERMINATION.

(a) Termination for Breach. If CUSTOMER commits a material breach of this Agreement and persists in such failure for a period of thirty (30) days after receiving written notice thereof from Net Health, Net Health may terminate this Agreement upon written notice to CUSTOMER and CUSTOMER shall pay all remaining Fees from the date of termination to the end of the current Term. If Net Health commits a

material breach of this Agreement and persists in such failure for a period of thirty (30) days after receiving written notice thereof from CUSTOMER, CUSTOMER may terminate this Agreement upon written notice to Net Health and Net Health shall (i) return all CUSTOMER data pursuant to the provisions of the Master Agreement and (ii) will refund CUSTOMER a pro rata portion of any Fees paid in advance but unused as of the effective date of termination.

(b) Termination by Notice. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party 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 by Net Health, Net Health will refund CUSTOMER a pro rata portion of any Fees paid in advance but unused as of the effective date of termination..

(c) Termination in Response to Non-Appropriation of County Funding. Notwithstanding any other provision of this Agreement, CUSTOMER shall not be obligated for Net Health's performance hereunder or by any provision of this Agreement during any of CUSTOMER's future fiscal years unless and until the Monterey County Board of Supervisors appropriates funds for this Agreement in CUSTOMER's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. CUSTOMER shall notify Net Health in writing of any such non-allocation of funds at the earliest possible date.

9. WARRANTIES.

(a) Licensed Software. Net Health warrants that the Licensed Software will substantially conform in all material respects with the requirements of this Agreement.

(b) Viruses and Disabling Mechanisms. Net Health shall use commercially reasonable measures to screen the Licensed Software to avoid introducing any virus or other destructive programming that are designed (1) to permit unauthorized access or use by third parties to the software installed on CUSTOMER's systems, or (ii) to disable or damage CUSTOMER's systems.

(c) Services. Net Health warrants that all services provided by Net Health to CUSTOMER under this Agreement, including attached Purchase Schedule, shall be performed in a workmanlike manner.

(d) No Litigation. Net Health further warrants there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

(e) Compliance with Applicable Law. Net Health warrants that the services provided under this Agreement, including attached Purchase Schedule, shall comply with applicable federal and state laws and regulations.

(f) Authority. Each party hereto has the full power, capacity and authority to enter into and perform the Agreement and to make the grant of rights contained herein.

10. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

(a) THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY NET HEALTH. NET HEALTH MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, REGARDING LICENSED SOFTWARE, THIRD PARTY PRODUCTS, OR ANY MAINTENANCE OR SUPPORT SERVICES RELATED THERETO, DEVELOPMENT OR INTERFACES AND NET HEALTH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) (1) In no event shall either party be liable to the other for any loss of profits, any incidental, special, punitive, exemplary, or consequential damages; or any claims or demands brought against such other party. (2) Each party's total liability with respect to all causes of action together will not exceed four times (4.0x) the amounts paid to Net Health for the applicable Licensed Software under the applicable Purchase Schedule. The limitation of liability set forth in (b)(2) above shall not apply to (i) any claims against CUSTOMER for infringement of Net Health's intellectual property, including without limitation copyrights in the Software; (ii) damages, costs, and expenses arising out of breach of the confidentiality and data security provisions by either party; and (iii) damages arising out of and costs and expenses to be paid pursuant to the parties' respective indemnification obligations (collectively, the "Excluded Claims"). Net Health's total liability with respect to all Excluded Claims shall not, under any circumstances, exceed the coverage amounts of available insurance under the applicable policies set forth in Section 22 of this Agreement.

11. OWNERSHIP OF RIGHTS. By executing this Agreement, CUSTOMER acknowledges that Net Health is the owner of all right, title and interest in any derivative works of and improvements upon Licensed Software, regardless of any assistance or involvement by agents or employees of CUSTOMER in any such improvements or derivations. CUSTOMER shall retain ownership of all CUSTOMER data input by CUSTOMER including the Protected Health Information uploaded to the Licensed Software.

12. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party except as follows: Net Health may assign this Agreement provided such assignment (i) is in writing, (ii) states that the assignee is accepting all obligations of Net Health under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto, and (iii) Net Health, the assignee entity, or both agree in writing to support the Licensed Software throughout the Term.

13. Intentionally Omitted.

14. EXHIBITS. This Agreement contains Exhibit A and Exhibit B which is incorporated herein by reference.

15. FORCE MAJEURE.

(a) Neither Net Health nor CUSTOMER shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement, including any Purchase Schedule, to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such party's reasonable control (a "Force Majeure Event"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions.

(b) If a party wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other party of the nature and expected duration of the force majeure event and shall thereafter keep the other party informed until such time as it is able to perform its obligations.

16. Intentionally Omitted.

17. INTEGRATION. This Agreement, including Exhibit A and Exhibit B attached hereto, constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or written. This Agreement may be modified only by a writing signed by both parties.

18. Availability of the Licensed Software. Subject to the terms and conditions of the Agreement, Net Health shall use its best efforts to make the Licensed Software available to CUSTOMER, twenty-four (24) hours a day, seven (7) days a week throughout the term of the applicable Purchase Schedule. CUSTOMER agrees that from time to time the Licensed Software may be inaccessible or inoperable for various reasons, including, but not limited to, (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Net Health may undertake from time to time; (iii) CUSTOMER hardware, network issues and/or infrastructure problems; (iv) acts or omissions of CUSTOMER that are not permitted in accordance with the Agreement, that are not permitted in accordance with Net Health's documentation, or that are not consistent with customary usage of the industry; (v) failure of services not provided or managed by Net Health; or (vi) causes beyond the control of Net Health or which are not reasonably foreseeable by Net Health, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). Net Health shall use commercially reasonable efforts to provide forty-eight (48) hours advance notice to CUSTOMER in the event of any scheduled Downtime. .

19. Support and Maintenance. Net Health will provide CUSTOMER with support and maintenance for the Licensed Software. If during the Term, the Licensed Software materially fails to conform to the then current written technical specifications as provided by Net Health Net Health will, as part of its maintenance and support, use commercially reasonable efforts to correct the non-conformity, provided the Licensed Software has not been modified by CUSTOMER, CUSTOMER is on the then most current, or next to most current version of the Licensed Software, the Licensed Software is being used in accordance with the Agreement and the non-conformity can be verified by Net Health

20. Data Backup and Disaster Recovery. Net Health shall perform or cause to be performed daily backups of CUSTOMER's data. Throughout the Term of this Agreement Net Health shall maintain a Disaster Recovery Plan for the Licensed Software (the "DR Plan"), and implement such DR Plan in the event of any unplanned interruption of the Licensed Software. Net Health shall test, review and update the DR Plan on an annual basis using industry standard practices as guidance.

21. Indemnification.

a. Indemnification by Net Health: Intellectual Property Infringement. Net Health agrees to defend, or at its option, settle any claim by a third party against CUSTOMER (the "Claim"), alleging that the use of the Licensed Software (alone and not in combination with any other device) infringes upon any intellectual property rights of such third party; provided, CUSTOMER notifies Net Health in writing of the Claim within thirty (30) days of becoming aware of the Claim and gives Net Health exclusive control of such defense or settlement, at Net Health's expense, and all information and assistance necessary to enable Net Health to defend or settle such Claim. Net Health shall be relieved of liability for any Claim based on the use of the Licensed Software other than in compliance with the terms of this Agreement and/or other than as implemented, modified or directed by Net Health. In the event such an infringement is found, or in the opinion of Net Health, may be found, Net Health may at its option and expense, procure the right for CUSTOMER to continue use of the Licensed Software, replace or modify the Licensed Software to make it non-infringing, or, terminate this Agreement and the applicable Purchase Schedule and refund to CUSTOMER the pro rata portion of any Fees paid in advance but unused as of the effective date of termination. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

b. Indemnification by Net Health: Other claims. Net Health shall indemnify, defend, and hold harmless CUSTOMER, its officers, agents and employees from any third party claim, liability, loss, injury or damages arising out of, or in connection with, the negligent or wrongful acts or omissions of Net Health and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CUSTOMER. It is the intent of the parties to this Agreement to provide the broadest possible coverage for CUSTOMER. Net Health shall reimburse CUSTOMER for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Net Health is obligated to indemnify, defend and hold harmless CUSTOMER under this Agreement.

c. Indemnification by CUSTOMER. CUSTOMER shall indemnify, defend, and hold harmless Net Health, its officers, agents and employees from any third party claim, liability, loss, injury or damages arising out of, or in connection with, the negligent or wrongful acts or omissions of CUSTOMER and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by Net Health. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Net Health. CUSTOMER shall reimburse Net Health for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CUSTOMER is obligated to indemnify, defend and hold harmless Net Health under this Agreement.

22. Insurance

A. Evidence of Coverage:
Net Health 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.

This evidence of coverage shall be sent to Natividad Medical Center's Contracts/Purchasing Department, unless otherwise directed.

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 that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad Medical Center's Contracts/Purchasing Manager.

Insurance Coverage Requirements: Net Health shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

b. **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.

c. **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.

d. **Workers' Compensation Insurance**, in accordance with applicable statutory limits.

II. OTHER INSURANCE REQUIREMENTS:

a. All insurance required by this Agreement shall be an admitted insurer authorized to transact insurance business in the State of California.

b. **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 Net Health'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 Net Health's insurance.

c. Prior to the execution of this Agreement by CUSTOMER, Net Health shall deliver certificates of insurance and additional endorsements to Natividad Medical Center's Contracts/Purchasing Department, showing that Net Health has in effect the insurance required by this Agreement. Net Health shall file a new or amended certificate of insurance within thirty (30) calendar days after any material 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.

d. Net Health shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed on the date first written above.

NET HEALTH SYSTEMS, INC.

By: _____

Name: Patrick L. Colletti

Title: President

Date: 8/1/2016

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: Dr. Gary Gray, D.O.

Title: Chief Executive Officer

Date: 8/31/16

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions
Auditor-Controller
County of Monterey 8-29-16

net health

EXHIBIT A
TO
MASTER AGREEMENT

PURCHASE SCHEDULE

The Crane Building | 40 24th Street | Pittsburgh, PA 15222
T 800 411 6281 | F 412 261 2210

EXHIBIT A
TO
Master Agreement

net health.

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective this 31st day of August, 2016 ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey, on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Term			Type			
1 Year			ANNUAL SUBSCRIPTION			
Item Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
	ReDoc Enterprise Subscription Outpatient - Version 7 - Interfaced to Meditech (ADT/DFT/Results)	1	$0	$0	$36,600	$36,600
	Initial Start-up Fee includes: Installation of the Licensed Software, staff training, Net Health interface work, and 2 day onsite at go-live support	1	$15,000	$15,000		
	Set-up fee: Inphonite Appointment Reminder System	1	$750	$750		
	Inphonite Appointment Reminder System - 1,500 Credits (see details below)	1			$3,600	$3,600
TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)				**$15,750**		**$40,200**
Deposit Required Upon Execution of This Purchase Schedule: *(See below)*				**$55,950.00**		

Type of Users	PT	PTA	OT	COTA	SLP	SLPA	Total
Clinical Users (Greater than or equal to 40 hrs/month)	6	1	3	0	3	0	13
Clinical Users (Less than 40 hrs/month)	3	0	1	0	1	0	5
Student Users	0	0	0	0	0	0	0
Total Clinical Subscription Users							**18**
Clerical/Administrative Users	**3**						3
						Total Users	21
FOTO # of Locations for OM							n/a
Inphonite Credits per Month (includes capability for outbound calls and texts in English and Spanish)							1500

Payment Terms. For the Licensed Software and Interface(s) set forth in this Purchase Schedule, as applicable, CUSTOMER shall pay to Net Health the one-time Fees, plus the first payment of annual Fees at the time of execution of this Purchase Schedule. Annual Fees are payable by CUSTOMER to Net Health on an annual basis and shall commence upon acceptance. Net Health will invoice CUSTOMER on or about the first (1st) calendar day of the month for each new annual period. CUSTOMER shall promptly submit such invoice to the office of the Auditor-Controller for the County of Monterey and payments shall be due no later than thirty days thereafter. CUSTOMER's deposit of the first payment of annual Fees will be applied to CUSTOMER's first year of use of the Licensed Software, or Interface(s), as applicable. Expenses are billed separately and payable in accordance with the Agreement. Net Health accepts payment by check, credit card and ACH. Additional fees will apply to payments made by credit card.

The Initial Term of this Purchase Schedule shall commence upon execution of this Purchase Schedule and continue for a period of one (1) year following CUSTOMER's acceptance of the Licensed Software in accordance with Section 5 of the Agreement.

In order to be effective, this Purchase Schedule must be executed by CUSTOMER on or before August 31, 2016.

CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FEES SET FORTH ON THIS PURCHASE SCHEDULE.

IN WITNESS WHEREOF, CUSTOMER and Net Health have executed this Purchase Schedule to be effective as of the Purchase Schedule Effective Date.

Net Health Systems, Inc.

By: _____

Name: Patrick L. Colletti

Title: President

Date: 8/1/2016

The County of Monterey, on behalf of Natividad Medical Center

By: _____

Name: _____

Title: CEO

Date: 8/31/16

net health

EXHIBIT B
TO
MASTER AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

The Crane Building | 40 24th Street | Pittsburgh, PA 15222
T 800 411 6281 | F 412 261 2210

[redacted]

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective August 31, 2016 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Covered Entity") and Net Health Systems, Inc., a Pennsylvania corporation ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. 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"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner 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 persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information, to the extent known: (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 five (5) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this Agreement the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; 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;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall reasonably cooperate with the Covered Entity in such challenge, at Covered Entity's sole cost and expense;

(l) maintain a security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate in writing of any limitations in the Notice pursuant to 45 C.F.R.
§ 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate in writing of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(f) To the extent that individual authorization is required for any use or disclosure of PHI contemplated under the Services Agreement, Covered Entity shall obtain such authorization prior to requesting that Business Associate make such use or disclosure.

4. **TERMS AND TERMINATION**

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement 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 the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement 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 Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Net Health
40 24th Street
Pittsburgh, PA 15222
Attn: Legal Department

If to Covered Entity, to:

NMC
Attn: Andrea Rosenberg
1441 Constitution Blvd,
Salinas CA 93906

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 Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Subject to the indemnification procedures set forth below, Business Associate shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any third party claim, liability, loss, injury, cost, expense, penalty or damage, including reasonable costs incurred by the County with respect to any investigation, enforcement proceeding, or third party governmental action , arising out of, or in connection with, a material violation of this BAA or a Breach to the extent attributable to an act or omission of Business Associate and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. County's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Business Associate and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, and defense thereof by Business Associate; and reasonable cooperation by the County, at Business Associate's request and expense, in the defense of the claim. County shall have the right to participate in the defense of a claim by Business Associate with counsel of the County's choice at the County's expense. County shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, liabilities, losses, damages, cost, expenses, penalties or damages for which it is indemnified under this Section 5.7, regardless of whether the County has tendered its defense to Business Associate. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

Net Health Systems, Inc.

By: _____

Print Name: PATRICK COLLETTI

Print Title: PRESIDENT + COO

Date: 8/1/2016

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Print Name: Gary Gray

Print Title: CEO

Date: 8/31/16

County of Monterey

Board Report

Legistar File Number: A 26-018

Item No.28

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/12/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive Order No. 1264842, applying the terms and conditions of the parties Master Subscription Agreement (A-14570) between the County of Monterey and Wolters Kluwer Health, Inc. (WKH) for the provision of nursing education online tools, subscriptions, licenses, and maintenance support services at NMC for the term of November 27, 2025 through January 31, 2029, for a revised full agreement term of December 10, 2019 through January 31, 2029, and adding $264,717 for a revised total agreement amount not to exceed $687,676.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive Order No. 1264842, applying the terms and conditions of the parties Master Subscription Agreement (A-14570) between the County of Monterey and Wolters Kluwer Health, Inc. (WKH) for the provision of nursing education online tools, subscriptions, licenses, and maintenance support services at NMC for the term of November 27, 2025 through January 31, 2029, for a revised full agreement term of December 10, 2019 through January 31, 2029, and adding $264,717 for a revised total agreement amount not to exceed $687,676.

SUMMARY:

This summary outlines the renewal request and continued use of Lippincott clinical and learning programs provided by Wolters Kluwer Health, Inc. (WKH), nationally recognized as a gold-standard source of evidence-based clinical practice resources. The services include Lippincott Procedures, Lippincott Learning, and Blended Learning, which together support standardized, safe, and high-quality patient care while ensuring staff competency and regulatory compliance. Lippincott Procedures is a web-based clinical reference that provides step-by-step evidence-based procedural guidance. The resource includes more than 1,700 validated procedures and skills spanning nursing, respiratory therapy, and physical therapy. Content is regularly updated to reflect current evidence and professional practice standards, ensuring clinicians have reliable, real-time access to best practices at the point of care.

Lippincott Learning and Blended Learning provide comprehensive online competency management and continuing education resources. The library includes evidence-based courses developed in collaboration with The Joint Commission Resources and supports both

self-directed and instructor-led learning. These programs are now fully integrated with the HealthStream Learning Management System, allowing leadership to assign required education, track completion electronically, and monitor compliance across clinical departments. To ensure deliverables are met, a structured oversight process will be implemented through ongoing evaluation of utilization metrics and periodic review to confirm alignment with regulatory requirements, accreditation standards, and organizational priorities.

DISCUSSION:

The Lippincott programs provide significant benefits to both the hospital and the patients it serves. For the organization, these services support standardization of care, regulatory compliance, and workforce competency. By providing staff with a trusted source of evidence-based procedures and education, the hospital reduces practice variation, strengthens clinical governance, and supports compliance with The Joint Commission and other accrediting bodies. The availability of customizable, evidence-based learning modules allows the organization to tailor education to unit-specific needs while maintaining consistency across departments. Overall, the continued use of Lippincott programs represents a strategic investment in clinical excellence, patient safety, and workforce development, aligning with the hospital's mission to deliver high-quality, evidence-based care to the community.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Order No. 1264842 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The Order No. 1264842 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on January 9, 2026.

FINANCING:

The cost for this Order No. 1264842 is $264,717 which $93,046.09 is included in the FY 2025-26 Adopted Budget. Amounts for the remaining will be included in those budgets as appropriate.
There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

The hospital is committed to serving the people of Monterey County by delivering the highest quality, safe, and patient-centered care. Ensuring clinicians have access to current, evidence-based resources directly supports the organization's strategic goals related to patient safety and workforce development. Investment in evidence-based professional development tools strengthens staff competency and enables the hospital to meet regulatory requirements while continuously improving patient outcomes and community trust. Also, it is critical that evidence-based resources such as Lippincott programs are available for staff's professional development in order to maintain high quality and safe patient care.

__ Well-Being and Quality of Life
___Sustainable Infrastructure for Present and Future

_X_ Health and Human Services
_Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Maria Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Wolters Kluwer Health, Inc., Order No. 1268482
Wolters Kluwer Health, Inc. Amendment No. 1
Wolter Kluwer Health, Inc. Original Agreement
Attachments on file with the Clerk of the Board

Introduced: 1/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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__ Well-Being and Quality of Life
___Sustainable Infrastructure for Present and Future

_X_ Health and Human Services
_Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Maria Lourdes Escolta, Director of Nursing Education, 783-2851
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

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Board Report
Wolters Kluwer Health, Inc., Order No. 1268482
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Attachments on file with the Clerk of the Board

Docusign Envelope ID: 6A286D11-F4A1-48CB-86CB-5808B0B545FC

Wolters Kluwer

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Quote # 757792
Date 11-Dec-2025

Bill To:
Customer#: 82709
Natividad Medical Center
Attention: Maria Lourdes Escolata
Natividad Nursing Education
1441 Constitution Blvd
Salinas, CA 93906
Phone #: 831-783-2851
Fax #:
Email: MesinaML@natividad.com

Sold To:
Customer#: 82709
Natividad Medical Center
Medical Library
Lourdes Escolata
1441 Constitution Blvd
Salinas, CA 93906-3100
UNITED STATES
Phone #: 831- 783-2851
Fax #:
Email: mesinaml@natividad.com

Quote#: 757792

Product	Usage Level	Qty	Item $	Total $
WKLP-CS-PHH Lippincott Procedures Order#: 1264842 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2025 - 31-Jan-2029 Year 1: 27-Nov-2025 - 31-Jan-2027 Year 2: 31-Jan-2027 - 31-Jan-2028 Year 3: 31-Jan-2028 - 31-Jan-2029	SITE	1	Year 1: 35,553.85 Year 2: 31,998.46 Year 3: 33,598.38	Year 1: 35,553.85 Year 2: 31,998.46 Year 3: 33,598.38

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: [illegible]

Pay by Check: Wolters Kluwer Health, 4603 Paysphere Circle, Chicago, IL 60674

*Prices valid for 30 Days from Quote Date
*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS QUOTE ARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC, OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

Docusign Envelope ID: 6A286D11-F4A1-48CB-86CB-5808B0B545FC

Wolters Kluwer **Wolters Kluwer Health, Inc.**
Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Quote # 757792
Date 11-Dec-2025

WKLL-CS-LCC Lippincott Professional Development + Lippincott Jrnl CE & Cert Review Order#: 1264841 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2025 - 31-Jan-2029 Year 1: 27-Nov-2025 - 31-Jan-2027 Year 2: 31-Jan-2027 - 31-Jan-2028 Year 3: 31-Jan-2028 - 31-Jan-2029	SITE	1	Year 1: 31,229.94 Year 2: 28,106.95 Year 3: 29,512.30	Year 1: 31,229.94 Year 2: 28,106.95 Year 3: 29,512.30
WKBL-SV-BLR Blended Learning Order#: 1264840 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term: 27-Nov-2025 - 31-Jan-2029 Year 1: 27-Nov-2025 - 31-Jan-2027 Year 2: 31-Jan-2027 - 31-Jan-2028 Year 3: 31-Jan-2028 - 31-Jan-2029	SITE	1	Year 1: 26,262.30 Year 2: 23,636.07 Year 3: 24,817.87	Year 1: 26,262.30 Year 2: 23,636.07 Year 3: 24,817.87

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Wolters Kluwer

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Year 1 Total:	**$93,046.09**
Year 2 Total:	**$83,741.48**
Year 3 Total:	**$87,928.55**
Total Amount for all Years:	**$264,716.12**
Year 1 Total:	**$93,046.09**
Total S&H Year 1:	**$0.00**
Total Tax Year 1:	**$0.00**
Grand Total Year 1:	**$93,046.09**

Authorized Facilities/Sites:

Key	Facilities / Site	Address
1	Natividad Medical Center (#82709) / Medical Library (#2)	1441 Constitution Blvd, Salinas, CA, UNITED STATES, 93906-3100

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ACH Routing: 071000039
Account: 5801001438

The Parties agree that the terms and conditions of the Wolters Kluwer Health, Inc. Master Subscription Agreement between Wolters Kluwer Health, Inc. and County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center dated December 10, 2019 (the "Agreement") will govern this Order.

Subject to earlier termination by Customer or WKH in accordance with Section 5 of the Agreement, Customer agrees that Customer's subscription for each Product is for the full term set forth above for such Product and may not be cancelled or terminated early by Customer. By signing this Order, you represent and warrant that you are authorized to sign this Order and to bind the Customer to the terms and conditions of this Order.

WKH will deliver to Customer an invoice for the fees set forth on this Order for each applicable subscription year set forth in this Order, plus any applicable tax and shipping and handling fees. Each invoice for a certain subscription year will be delivered by WKH to Customer on or after the commencement of the applicable subscription year, and Customer agrees to pay all such invoiced amounts.

Customer acknowledges and agrees that WKH's right to provide access to each Product to Customer is contingent upon the grant of rights to the Product to WKH by the owner of the Product and the Product owner may terminate WKH's right to provide such Product owner's Product to Customer at any time. Should any Product owner terminate WKH's right to provide such Product owner's Product to Customer, WKH will adjust the Customer fees accordingly.

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF NATIVIDAD MEDICAL CENTER

Signature: _____ Date: _____

Printed Name: _____

WOLTERS KLUWER HEALTH, INC.

Signature: Justin Brennan Digitally signed by Justin Brennan Date: 2025.12.17 15:21:39 -07'00' Date: _____

Printed Name: _____

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: [illegible]

Pay by Check: Wolters Kluwer Health, 4603 Paysphere Circle, Chicago, IL 60674

*Prices valid for 30 Days from Quote Date
*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS QUOTE ARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

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COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 12/22/2025 | 9:16 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 12/22/2025 | 3:17 PM PST

DocuSign Envelope ID: 29581D29-0A10-4C2B-AD6D-D7963B97396B

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 Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14570 ; Amendment No.: 1

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Wolters Kluwer Health, Inc. (WKH) Order No. 650436 for continued services for nursing education online tools, subscriptions, licenses, and maintenance support services at NMC, applying the terms and conditions of the parties' Master Subscription Agreement (A-14570) and extending the Agreement for an additional two (2) year term (December 10, 2023 through December 9, 2025) for a revised full agreement term of December 10, 2019 through December 9, 2025, and adding $218,177 for a revised total agreement amount not to exceed $422,959; and
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to (2) future add-on orders or service orders which do not significantly alter the scope of work and each of which does not exceed 14.6% ($30,000) of the original cost of the Agreement, for a revised total agreement amount not to exceed $482,959.

PASSED AND ADOPTED on this 5th day of December 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 December 5, 2023.

Dated: December 13, 2023
File ID: A 23-544
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Order # 650436
Date 01-Nov-2023
Page 1 of 3

Bill To:
Customer#: 82709
Natividad Medical Center
Natividad Nursing Education
1441 Constitution Blvd
Salinas, CA 93906
Phone #: 831-783-2851

Sold To:
Customer#: 82709
Natividad Medical Center
Medical Library
Joseph Villaneda
1441 Constitution Blvd
Salinas, CA 93906
UNITED STATES
Phone #: 831-755-4176
Fax #:
Email: villanedaj@natividad.com

Order#: 650436

Product	Usage Level	Qty	Item $	Total $
WKLP-CS-PHH Lippincott Procedures Order#: 1264842 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 26,707.00 Year 2: 27,775.00 Year 3: 28,886.00	Year 1: 26,707.00 Year 2: 27,775.00 Year 3: 28,886.00
WKBL-SV-BLR Blended Learning Order#: 1264840 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 19,727.00 Year 2: 20,516.00 Year 3: 21,337.00	Year 1: 19,727.00 Year 2: 20,516.00 Year 3: 21,337.00

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: https://portal.ovid.com/payments

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS ORDERARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

DocuSign Envelope ID: 29581D29-0A10-4C2B-AD6D-D7963B97396B

Wolters Kluwer

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Order # 650436
Date 01-Nov-2023

WKLL-CS-LCC Lippincott Learning (LPDC/CE/CertRev) - Collection Order#: 1264841 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 23,459.00 Year 2: 24,397.00 Year 3: 25,373.00	Year 1: 23,459.00 Year 2: 24,397.00 Year 3: 25,373.00

Year 1 Total:	**$69,893.00**
Year 2 Total:	**$72,688.00**
Year 3 Total:	**$75,596.00**
Total Amount for all Years:	**$218,177.00**
Year 1 Total:	**$69,893.00**
Total S&H Year 1:	**$0.00**
Total Tax Year 1:	**$0.00**
Grand Total Year 1:	**$69,893.00**

Authorized Facilities/Sites:

Key	Facilities / Site	Address
1	Natividad Medical Center (#82709) / Medical Library (#2)	1441 Constitution Blvd, Salinas, CA, UNITED STATES, 93906

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: https://portal.ovid.com/payments

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

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DocuSign Envelope ID: 29581D29-0A10-4C2B-AD6D-D7963B97396B

Wolters Kluwer

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

The Parties agree that the terms and conditions of the Wolters Kluwer Health, Inc. Master Subscription Agreement between Wolters Kluwer Health, Inc. and County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center dated December 10, 2019 (the "Agreement") will govern this Order.

Subject to earlier termination by Customer or WKH in accordance with Section 5 of the Agreement, Customer agrees that Customer's subscription for each Product is for the full term set forth above for such Product and may not be cancelled or terminated early by Customer. By signing this Order, you represent and warrant that you are authorized to sign this Order and to bind the Customer to the terms and conditions of this Order.

WKH will deliver to Customer an annual invoice for the fees set forth on this Order for each applicable subscription year set forth in this Order, plus any applicable tax and shipping and handling fees. Each invoice for a certain subscription year will be delivered by WKH to Customer annually on or after the commencement of the applicable subscription year, and Customer agrees to pay all such invoiced amounts.

This updated Order No. 650436 supersedes and replaces the prior Quote No. 650346, which was signed without authorization by Natividad Medical Center (County of Monterey).

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF NATIVIDAD MEDICAL CENTER

Signature: DocuSigned by: Charles R. Harris 4E1F837D204E481... Date: 12/19/2023 | 10:58 AM PST

Printed Name: Charles R Harris

WOLTERS KLUWER HEALTH, INC.

Signature: Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2023.12.19 15:26:05 -05'00' Date: _____

Printed Name: _____

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14570
a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an non-standard agreement with Wolters Kluwer Health Inc. for subscriptions licenses and maintenance support services for Nurse Education at NMC for an amount not to exceed $204,782 with an agreement term December 10, 2019 through December 9, 2023 and;
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard language and provision within the agreement.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, 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 82 for the meeting December 10, 2019.

Dated: December 17, 2019
File ID: A 19-424
Agenda Item No.: 41

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana
Julian Lorenzana, Deputy

WOLTERS KLUWER HEALTH, INC.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") is entered into as of December 10, 2019 (the "Effective Date") by and between Wolters Kluwer Health, Inc. ("WKH"), a Delaware corporation, and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("Natividad"), a general acute care teaching hospital wholly owned and operated by the County ("Subscriber").

1. **Definitions**. For purposes of this Agreement, in addition to the terms defined elsewhere herein and in the applicable Order, the following capitalized terms have the definitions set forth below:

1.1. "Access Codes" means unique identification numbers that each allow one Authorized User to access the applicable Online Tools.

1.2. "Authorized Facilities" means the specific facilities at the geographic locations (by address) designated in the applicable Order.

1.3. "Authorized Users" means individual users of Subscriber who are authorized to access the Online Tools licensed hereunder in accordance with the following, as applicable based on Subscriber's entity type, which is specified in the applicable Order:

- Corporate Market: employees of Subscriber and independent contractors of Subscriber who are bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contractors are accessing the Online Tools in accordance with the Permitted Use.
- Academic Institution: currently Enrolled Students, faculty, and staff, solely to the extent such Enrolled Students, faculty and staff are accessing the Online Tools in accordance with the Permitted Use.
- Medical Service Provider: Healthcare Professionals employed by Subscriber and independent contractors of Subscriber who are bound by a legal obligation to comply with the terms of this Agreement, solely to the extent such employees and independent contracts are accessing the Online Tools in accordance with the Permitted Use.

Any individuals users of institutions, associations or organizations (i) related or affiliated with Subscriber, or (ii) acquired by or merged with Subscriber during the term of this Agreement, will not be deemed "Authorized Users" without WKH's express written consent or unless expressly provided for in the applicable Order.

1.4. "Content" means the medical, nursing, drug information and other related content, including without limitation, any concepts, data, recommendations, instructions, alternatives, methods, techniques, procedures or other information supplied by WKH hereunder and made available through the Online Tools. Content may include Third Party Material.

1.5. "Enrolled Student" means a student enrolled in the applicable Academic Institution in the applicable academic year.

1.6. "Full-Time Equivalent (FTE)" means the following, as applicable based on Subscriber's entity type, which is specified in the applicable Order:

- Corporate Market: the full-time equivalent of the number of individuals employed by Subscriber and independent contractors who provide services for Subscriber, whether employed or contracted on a full-time or part-time basis.
- Medical Service Provider: the full-time equivalent of the number of Healthcare Professionals and other individuals employed by Subscriber and independent contractors who provide services for Subscriber, whether employed or contracted on a full-time or a part-time basis.

1.7. "Healthcare Professional" means any and all health care professionals, including without limitation, physicians, physician's assistants, nurses, registered nurses, nurse practitioners and other nursing professional and pharmacists.

1.8. "License Cap" means, if applicable and as set forth on the applicable Order, either (i) the maximum number of Authorized Users licensed to access the applicable Online Tools, or (ii) the maximum number of Access Codes that Subscriber is licensed to distribute to its Authorized Users for access to the applicable Online Tools.

1.9. "License Count" means, if applicable and as set forth on the applicable Order, the metric used to calculate the Subscription Fees, including, without limitation, Enrolled Students, Licensed Beds, FTEs, or Access Codes, as applicable.

1.10. "Licensed Beds" means patient beds that Subscriber is licensed (by an applicable governing authority) to operate at the Authorized Facilities (without regard to the number of beds actually located at the Authorized Facilities or available for patient care).

1.11. "License Fee" means the fees for the Online Tools, as specified in the applicable Order, including any Perpetual Access Fees and any Subscription Fees.

1.12. "LMS" means a learning management system licensed from a third party provider.

1.13. "Online Tools" means the Content, the online application software and platforms through which such Content is made available to Subscriber, and any related services, software, or other solutions provided by WKH, as set forth on the applicable Order. Online Tools do not include an LMS licensed from a third party provider.

1.14. "Order" means the order for licensing of the Online Tools that WKH and Subscriber may enter into hereunder from time to time.

1.15. "Permitted Use" means the purposes for which Subscriber's Authorized Users may use the Online Tools, which, unless otherwise specified in the applicable Order, will be as follows based on Subscriber's entity type, as specified in the applicable Order:

- Corporate Market: internal business purposes.
- Academic Institution: educational and research (i.e., non-commercial) purposes.
- Medical Service Provider: professional and related administrative work.

The term "Permitted Use" also includes any relevant terms and conditions applicable to Authorized Users included in the terms and conditions governing access to and use of the applicable platforms for the Online Tools.

1.16. "Perpetual Access Basis" means the license type for the applicable Online Tools designated in the Order as 'Perpetual Access,' if any, whereby Subscriber pays a Perpetual Access Fee to WKH and Subscriber is granted the right to have its Authorized Users access and use the applicable Online Tools on a perpetual basis in accordance with Section 2.2. Online Tools are only available on a Perpetual Access Basis if specifically so indicated on the applicable Order.

1.17. "Perpetual Access Fees" means the fees paid by Subscriber to WKH for access to the Online Tools licensed on a Perpetual Access Basis, based on the Subscriber's License Count, as set forth on the applicable Order.

1.18. "Subscription Basis" means the license type for the applicable Online Tools designated in the applicable Order as 'Subscription,' if any, whereby Subscriber pays a Subscription Fee to WKH and Subscriber is granted the right to have its Authorized Users access and use the applicable Online Tools for the duration of the Subscription Term in accordance with Section 2.1.

1.19. "Subscription Fee" means the fees paid by Subscriber to WKH for access to the Online Tools licensed on a Subscription Basis during the Subscription Term, based on the Subscriber's License Count as set forth on the applicable Order.

1.20. "Subscription Term" means one (1) year from the date of initial access to the Online Tools, unless otherwise specified in the applicable Order.

1.21. "Third Party Material" means any content and software supplied or licensed to WKH by third parties and made available as part of the Online Tools. Third Party Material does not include an LMS licensed from a third party provider.

2. License and Access to the Online Tools.

2.1. Subscription License. For Online Tools to be licensed to Subscriber on a Subscription Basis as set forth in the applicable Order, WKH grants to Subscriber, in conjunction with such Order, the non-transferable, nonexclusive, limited license to allow its Authorized Users (subject to the License Cap, if any) to access and use the Online Tools during the applicable Subscription Term, in accordance with Section 2.3, for the Permitted Use, subject to the terms and conditions of this Agreement.

2.2. Perpetual Access License. For Online Tools to be licensed to Subscriber on a Perpetual Access Basis as set forth in the applicable Order, WKH grants to Subscriber, in conjunction with such Order, the non-transferable (except as set forth herein), nonexclusive, limited, perpetual (except as set forth herein) license to allow its Authorized Users (subject to the License Cap, if any) to access and use the Online Tools, in accordance with Section 2.3, for the Permitted Use, subject to the terms and conditions of this Agreement.

2.3. Access to and Use of the Online Tools. Except as set forth herein or in the applicable Order, access to and use of the Online Tools is permitted only through the method(s) and/or platform(s) identified on the Order.

2.3.1. If Subscriber will access and use the Online Tools through an LMS, then such access and use shall also be governed by the terms of Exhibit 1 attached hereto.

2.3.2. Subscriber agrees that the Access Codes, passwords or other authentication method(s) are valid and may be used only in the countries identified on the Order.

2.3.3. In order for WKH to make access available through Internet Protocol address validation, Subscriber must first provide the technical and other information required on the applicable Order. For Online Tools access through Internet Protocol address verification, Subscriber and its Authorized Users will be permitted to access and use such Online Tools solely from the Authorized Facilities. Notwithstanding the foregoing, for certain Online Tools, as specified in the applicable Order, Subscriber may elect to use proxy servers to allow Authorized Users to access the Online Tools remotely through the Authorized Facilities. If Subscriber elects to provide such remote access, Subscriber will strictly limit such access only to Authorized Users and in accordance with the License Cap, if any, through a secure method of user verification.

2.3.4. Subscriber will immediately notify WKH if it believes unauthorized access has occurred and take reasonable steps to block future unauthorized access.

2.4. Availability and Functionality.

2.4.1. WKH will use commercially reasonable efforts to provide access to the Online Tools on a 24 x 7 basis, subject to (i) downtime for maintenance (both scheduled and unscheduled); (ii) problems affecting WKH's connection to the Internet; (iii) general connectivity issues; and (iv) issues associated with access to or use of the Online Tools through an LMS. In addition, as a consequence of factors affecting the availability and/or transmission of the Online Tools that are beyond WKH's control, WKH will not guarantee performance of the Online Tools through the Internet, other transmission modes, or an LMS.

2.4.2. The Online Tools will (i) allow for an administrator of the Subscriber (who must be an Authorized User) to assign courses to other Authorized Users and (ii) store within the Online Tools the results of each course assigned by the administrator, provided that neither third party courses nor their results can be loaded into the Online Tools or onto any platform upon which the Online Tools are accessed.

2.5. Third Party Material. Additional terms and conditions may apply to Subscriber's use of Third Party Material. Such additional terms and conditions, if any, shall be made available to Subscriber. In the event of changes in the terms applicable to such material, WKH reserves the right to terminate access to such material, remove such

material from the Online Tools, modify the Third Party Material accessible hereunder, or add additional terms and conditions applicable to such material, in each case effective immediately upon notice being made reasonably available to Subscriber. In the event of any conflict between the terms hereof and the terms governing the Third Party Material, the terms governing the Third Party Material shall control. WKH grants no right or license to Subscriber to access or use any Third Party Material through an LMS and makes no representation or warranty to Subscriber that Subscriber has any right to access or use any Third Party Material through an LMS.

2.6. Updates and Discontinuation. WKH may update, modify or replace the Online Tools, including any Content available therein, from time to time. WKH reserves the right to discontinue offering access to an Online Tool, or a portion thereof, through any or all platforms at any time for any reason. WKH will use commercially reasonable efforts to provide at least thirty (30) days' notice of any such discontinuation. In the event that WKH elects to discontinue offering such access to an entire Online Tool, (i) for Online Tools licensed on a Subscription Basis, the unused prorated portion of any Subscription Fees applicable to such Online Tool will be refunded to Subscriber; and (ii) for Online Tools licensed on a Perpetual Access Basis, WKH will provide Subscriber, upon request, with an electronic copy of the applicable Content subject to Subscriber's payment of a media, fulfillment and/or delivery fee and Subscriber's execution of an additional agreement. If Subscriber is permitted to access and use the Online Tools through an LMS, Subscriber shall be solely responsible for complying with the terms of Exhibit 1 relating to updating and/or discontinuation of Content.

3. Proprietary Rights and Use Restrictions.

3.1. Proprietary Rights. No provision of this Agreement conveys any ownership interest to Subscriber in or to any of the Online Tools or any Content therein, in whole or in part, and, except for the express licenses herein, all intellectual property rights, including copyright, patent, trademark and trade secret, are retained by WKH, its affiliates and/or licensors of Third Party Material, all rights reserved.

3.2. Additional Terms. Access to and/or use of the Online Tools by Subscriber's Authorized Users may be subject to and require acceptance by each Authorized User of additional terms and conditions, including (i) terms and conditions governing access to and use of the applicable platforms, and (ii) terms and conditions governing use of any Third Party Material that may be incorporated into the Online Tools, as made available by WKH from time to time, in electronic or print form.

3.3. Enforcement of Rights. Subscriber hereby grants to WKH, its affiliates and/or licensors the right to enforce or assert on their own behalf the provisions of this Agreement.

3.4. Responsibility for Authorized Users.

3.4.1. Subscriber shall control access to the Online Tools so as to limit access solely to its Authorized Users and in accordance with the License Cap, if any. In no event shall Subscriber provide access to any unauthorized users or to any Authorized Users in violation of an applicable License Cap.

3.4.2. Subscriber shall be responsible for (i) all uses of the Online Tools by Authorized Users in accordance with (a) the terms hereof, (b) the terms of access and use for the platforms as set forth in the terms and conditions available online in conjunction with the Online Tools, (c) where applicable, the terms and conditions in Exhibit 1 for use of the Online Tools through an LMS, and (d) any and all other terms, conditions, and restrictions provided by WKH, from time to time; and (ii) the confidentiality and security of the Access Codes, passwords or other authentication issued to Subscriber by WKH, if any.

3.4.3. Subscriber shall ensure that all Authorized Users are aware of the limitations and restrictions on the use of the Online Tools.

3.4.4. Subscriber shall report any breach of this Agreement to WKH promptly (but in no event later than five (5) business days) after becoming aware of the facts or circumstances constituting such breach. Subscriber agrees to promptly notify WKH of, and to provide full cooperation and assistance to WKH with any investigation of, any Authorized User's potential violation of the terms, conditions, or restrictions referenced herein.

3.4.5. Subscriber shall indemnify WKH, its officers, directors, employees, contractors and agents for all liability resulting from (i) use of the Online Tools by Authorized Users other than in accordance with terms, conditions, or restrictions set forth in this Agreement; or (ii) use of the Online Tools by users other than Subscriber's Authorized Users as a result of Subscriber's failure to maintain the confidentiality or security of Access Codes, passwords or other authentication in accordance with this Agreement; provided however, that Subscriber will not be required to indemnify WKH for any charges against any Access Codes, passwords or other authentication that are lost or stolen if Subscriber has provided WKH with prompt notice to such effect.

3.5. Restrictions on Use. Subscriber shall not, and shall ensure that its Authorized Users shall not (i) use, or permit the use of the Online Tools except in accordance with the terms of this Agreement; (ii) download or print in whole or in substantial part the Online Tools; (iii) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive or alter any source code of the Online Tools or any underlying software; (iv) copy or permit the copying of the Online Tools, other than copying in accordance with the Permitted Use; (v) use the Online Tools to provide service bureau, time sharing, or similar services to third parties; (vi) distribute, sublicense, sell, assign, transfer, rent, lease, pledge, or encumber the Online Tools; (vii) permit access to the Online Tools to any person except for Authorized Users; or (viii) alter, remove, or otherwise hinder the delivery of any copyright, disclaimer, or other proprietary notice appearing in the Online Tools. Redistribution of the Online Tools for any purpose is strictly prohibited.

4. Term.

4.1 The term of this Agreement will commence as of the Effective Date and continues in effect, unless earlier terminated as provided for below, while any Order hereunder remains in effect. If no Order hereunder is in effect, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. This Agreement is of no force or effect until signed by both WHK and Natividad and with Natividad signing last and WKH may not commence work before Natividad signs this Agreement.

4.2 Subject to earlier termination in accordance with Section 5, (i) with respect to any Online Tools licensed on a Perpetual Access Basis hereunder, the applicable Order shall remain in effect in perpetuity, and (ii) with respect to any Online Tools licensed on a Subscription Basis hereunder, the applicable Order shall remain in effect during the Subscription Term.

5. Termination.

5.1. Termination for Material Breach. Either party (the "Non-Breaching Party") shall have the right to terminate this Agreement and/or any Order by written notice to other party (the "Breaching Party") if the Breaching Party materially breaches any term of this Agreement and such breach or default is not cured to the Non-Breaching Party's reasonable satisfaction within fifteen(15) business days of such notice; provided, that the Non-Breaching Party shall have the right to immediately terminate this Agreement and/or any Order in the event of any breach by the Breaching Party that cannot be cured within such fifteen(15) business day cure period.

5.2. Termination for Non-Payment; Enforcement Costs. If any payment due from Subscriber hereunder is not paid in full when due, WKH shall have the right to terminate this Agreement and/or any Order upon fifteen (15) business days' written notice to Subscriber. Subscriber agrees to pay all costs and expenses incurred by WKH, including costs of collection and attorneys' fees, as a result of enforcing the terms of this Agreement.

5.3. Effect of Expiration or Termination. Upon expiration or termination of any Order for any reason, all rights granted to Subscriber hereunder or under the applicable Order shall terminate, and WKH shall have the right to deny or block all access to the applicable the Online Tools and to invalidate any Access Codes, passwords, Internet Protocol address validation, or other authentication method. Upon expiration or termination of any Order for any reason, Subscriber shall immediately cease all use of the applicable the Online Tools, take such steps as are necessary to prohibit further use of the applicable the Online Tools by Authorized Users, and furnish a written description of the steps taken if requested by WKH.

5.4. Survival. The obligations and rights of the parties pursuant to Articles 1, 3, 6, 7, 8, 9, 10, and 11 and Sections 5.3, and 5.4 hereof, Exhibit 1 (where applicable), and any other provisions that by their nature should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

5.5. Subscriber is a political subdivision of the State of California. Subscriber shall have the right, upon the failure of the Monterey County Board of Supervisors to appropriate finances to meet the terms and obligations herein, to terminate this Agreement as of the effective date of such lack of fiscal funding (the "Termination Date"). Subscriber shall (i) give WKH notice of the exercise of such option immediately upon Subscriber's receipt of notice of such non-appropriation but in no event later than thirty (30) days prior to the Termination Date, (ii) provide WKH with written evidence of such non-appropriation, and (iii) pay all amounts due under this Agreement through and including the Termination Date. Upon satisfaction of all of the foregoing conditions, this Agreement shall forthwith terminate.

6. **Fees**.

6.1. Subscription Fees. With respect to Online Tools licensed on a Subscription Basis, Subscriber shall pay the Subscription Fee specified in the Order at the beginning of the Subscription Term, in advance, within forty-five (45) days of receipt of WKH's (or its authorized agent's) invoice. The Subscription Fees payable by Subscriber for the years set forth on the Order Forms will be as specified in the Order Forms and, thereafter, may not be adjusted annually for any of the years set forth on the Order Forms. Subject to Subscriber's obligation to pay the annual Subscription Fees set forth on the Order Forms, Subscriber does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. Subscription Fees for any subsequent Subscription Terms will be mutually agreed by the parties and will not be binding on Subscriber unless Subscriber has agreed to such Subscription Fees on an Order Form..

6.2.

6.3. Perpetual Access Fees. With respect to Online Tools licensed on a Perpetual Access Basis, Subscriber shall pay the Perpetual Access Fees specified in the Order within forty-five (45) days of receipt of WKH's (or its authorized agent's) invoice. Adjustment for Changes. No later than thirty (30) days following any changes with respect to the information contained in the applicable Order, Subscriber shall update the information contained in the applicable Order by notice of such changes to WKH, including, without limitation, any changes to the applicable License Count (i.e. FTEs, Enrolled Students, or Licensed Beds), or any additional facilities acquired that should be listed as Authorized Facilities. In the event that the total License Count at such date differs from the number specified in the Order, the Subscription Fees shall be adjusted, in accordance with WKH's then-current pricing. In the event that Subscriber fails to provide such updated information, WKH reserves the right to charge Subscriber additional fees to cover any period of underpayment by Subscriber.

6.4. Late Payments. If any amounts owed by Subscriber hereunder are not paid when due, WKH (or its authorized agent) may terminate access to the relevant Online Tools until such payment is made in full by Subscriber.

6.5. Taxes. Unless Subscriber provides proof of tax-exempt status (e.g., a written exemption certificate), Subscriber shall pay all sales, use, value-added and similar taxes assessed upon the license and other transactions hereunder, excluding taxes based on WKH's net income. If Subscriber is tax-exempt, Subscriber shall provide its tax-exempt certificate to WKH upon execution of this Agreement and/or an applicable Order bereunder.

7. **Limited Warranties**.

7.1. THE ONLINE TOOLS, INCLUDING ANY CONTENT THEREIN, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, ARE FURNISHED BY WKH, ITS AFFILIATES AND LICENSORS AND ACCEPTED BY SUBSCRIBER "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ONLINE TOOLS, INCLUDING ANY CONTENT THEREIN, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ONLINE TOOLS, THE CONTENT, OR THE RESULTS DERIVED THEREFROM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, SYSTEM AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE).

7.2. WKH, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ONLINE TOOLS OR CONTENT THAT ARE MODIFIED OR ALTERED BY SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, OR (II) AVAILABILITY OF, ACCESS TO OR USE OF ONLINE TOOLS OR CONTENT THROUGH A THIRD PARTY PLATFORM OR SERVER.

7.3. NO WKH EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT.

7.4. SUBSCRIBER ACKNOWLEDGES THAT ACCESS TO THE ONLINE TOOLS, AND THE CONTENT THEREIN MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT WKH IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5. THE ONLINE TOOLS (INCLUDING THE CONTENT THEREIN) ARE NO SUBSTITUTE FOR INDIVIDUAL PATIENT ASSESSMENT BASED UPON THE SUBSCRIBERS' HEALTHCARE PROFESSIONALS' EXAMINATION OF AND JUDGMENT REGARDING EACH PATIENT AND CONSIDERATION OF, AMONG OTHER THINGS, AGE, WEIGHT, GENDER, CURRENT OR PRIOR MEDICAL CONDITIONS, MEDICATION HISTORY, LABORATORY DATA AND OTHER FACTORS UNIQUE TO THE PATIENT. WHILE THE ONLINE TOOLS MAY DESCRIBE VARIOUS BASIC PRINCIPLES OF DIAGNOSIS AND THERAPY, THE ONLINE TOOLS SHOULD BE USED AS GENERAL MEDICAL REFERENCE MATERIALS TO ASSIST THE HEALTHCARE PROFESSIONAL TO REACH DIAGNOSTIC AND TREATMENT DECISIONS, BEARING IN MIND THAT INDIVIDUAL AND UNIQUE CIRCUMSTANCES MAY LEAD THE SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) TO REACH DECISIONS NOT REPRESENTED IN THE ONLINE TOOLS. SUBSCRIBER (AND ITS HEALTHCARE PROFESSIONALS) SHOULD EXERCISE THEIR OWN INDEPENDENT PROFESSIONAL AND CLINICAL JUDGMENT, TAKING INTO ACCOUNT SPECIFIC INFORMATION ABOUT PARTICULAR INDIVIDUAL PATIENTS THAT CANNOT BE ASCERTAINED OR TAKEN INTO ACCOUNT AS A PART OF NECESSARILY GENERIC OR SUMMARY ONLINE TOOLS. NO REFERENCED OR SUGGESTED TEST, PROCEDURE OR RESPONSIVE ACTION SHOULD BE DIRECTED OR UNDERTAKEN UNLESS, IN THE SUBSCRIBER'S (AND ITS HEALTHCARE PROFESSIONALS') PROFESSIONAL JUDGMENT, ITS USE IS MEDICALLY APPROPRIATE FOR THE INDIVIDUAL PATIENT IN THE PARTICULAR CIRCUMSTANCES. SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS ARE SOLELY RESPONSIBLE FOR THE USE OF ANY CONTENT CONTAINED IN THE ONLINE TOOLS, AND SUBSCRIBER'S HEALTHCARE PROFESSIONALS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY MEDICAL JUDGMENT AND FOR ANY RESULTING DIAGNOSIS AND TREATMENTS, NOTWITHSTANDING ANY USE OF THE ONLINE TOOLS OR THE CONTENT CONTAINED THEREIN BY SUCH HEALTHCARE PROFESSIONAL.

7.6 GIVEN CONTINUOUS, RAPID ADVANCES IN MEDICAL SCIENCE AND HEALTH INFORMATION, INDEPENDENT PROFESSIONAL VERIFICATION OF MEDICAL DIAGNOSES, INDICATIONS, APPROPRIATE PHARMACEUTICAL SELECTIONS AND DOSAGES, AND TREATMENT OPTIONS SHOULD BE MADE BY SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS.

SUBSCRIBER AND ITS HEALTHCARE PROFESSIONALS SHOULD CONSULT A VARIETY OF SOURCES. WHEN PRESCRIBING MEDICATION, INCLUDING SPECIFICALLY THE MEDICATION MANUFACTURER'S PRODUCT INFORMATION SHEET ("PACKAGE INSERT") TO VERIFY, AMONG OTHER THINGS, CONDITIONS OF USE, WARNINGS AND SIDE EFFECTS AND IDENTIFY ANY CHANGES IN DOSAGE SCHEDULE OR CONTRAINDICATIONS, PARTICULARLY IF THE MEDICATION TO BE ADMINISTERED IS NEW, INFREQUENTLY USED OR HAS A NARROW THERAPEUTIC RANGE

8. **Limitation of Liability**.

8.1. IN NO EVENT SHALL WKH, ITS AFFILIATES, OR LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO SUBSCRIBER, ITS AUTHORIZED USERS OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR (A) LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIMS, DAMAGES OR COSTS OF ANY NATURE IN EXCESS OF THE LICENCE FEES UNDER ANY APPLICABLE ORDER PAID BY SUBSCRIBER TO WKH DURING THE TWELVE MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY UNDER ANY APPLICABLE ORDER.

8.2. WKH ASSUMES NO RESPONSIBILITY OR LIABILITY RESULTING FROM (I) ANY MODIFICATION OF OR ALTERATION TO ANY ONLINE TOOLS OR CONTENT BY SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, (II) ANY DISABLING OR IMPEDING OF ACCESS TO ANY ONLINE TOOLS OR CONTENT CAUSED BY A THIRD PARTY, OR (III) USE OF ANY ONLINE TOOLS OR CONTENT UPLOADED TO OR ACCESSED THROUGH A THIRD PARTY PLATFORM OR SERVER.

8.3. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WKH ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INJURY AND/OR DAMAGE TO SUBSCRIBER'S, AUTHORIZED USERS' OR ANY THIRD PARTY'S PERSONS OR PROPERTY, AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE LAW OR OTHERWISE, OR FROM ANY REFERENCE TO OR USE BY SUBSCRIBER (OR ANY OF ITS HEALTHCARE PROFESSIONAL) OF ANY OF THE ONLINE TOOLS.

8.4. SUBSCRIBER ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT TO MAKING THE ONLINE TOOLS AVAILABLE UNDER THE TERMS OF THIS AGREEMENT, AND THEREFORE THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. **Indemnification**.

9.1. WKH Indemnification. WKH shall indemnify and hold harmless Subscriber and its officers, directors, employees, contractors and agents, from and against any final judgment of liability resulting from any third party claim that the Online Tools (excluding any Third Party Material) infringe upon, violate or misappropriate any third party proprietary U.S. copyright rights, in consequence of the authorized use or possession of the Online Tools, unless such claim arises from and to the extent of (i) the combination or use of the Online Tools, the Content therein, or results derived therefrom with any software, data, information or materials not furnished by WKH; (ii) the use of the Online Tools, the Content therein, or results derived therefrom other than as permitted hereunder; (iii) any modifications to the Online Tools, the Content therein, or results derived therefrom by any individual or entity other than WKH; (iv) any disabling or impeding of access to any Online Tools or Content caused by a party other than WKH; or (v) access to or the use of any Online Tools or Content uploaded or otherwise accessed through a third party platform or server. If the Online Tools become or, in WKH's opinion, may become, the subject of any claim of infringement, then WKH may, in its sole discretion and at its expense, (i) procure the right for Subscriber to continue using the Online Tools; (ii) modify the Online Tools to render them non-infringing; or (iii) replace the Online Tools with reasonably equivalent non-infringing Online Tools, as applicable. If none of the foregoing is

commercially practicable, either party may terminate this Agreement, in which case WKH will refund to Subscriber any prepaid License Fees (which in the case of Subscription Fees, will be prorated based on the number of full months remaining in the Subscription Term as of such termination). THIS SECTION 9.1 SETS FORTH WKH'S ENTIRE LIABILITY, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIMS RELATING TO THE ONLINE TOOLS.

9.2. Subscriber Indemnification. Except with respect to third party claims for which Subscriber is entitled to indemnification pursuant to Section 9.1, Subscriber shall defend, indemnify and hold harmless WKH and its affiliates and their respective officers, directors, employees, contractors and agents ("WKH Indemnified Parties"), from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising out of, connected with, or resulting in any way from third party claims against the WKH Indemnified Parties based on Subscriber's or any Subscriber user's (including any Authorized User's) use or modification of the Online Tools.

9.3. Indemnification Procedures. In the event of a claim subject to indemnification hereunder (a "Claim"), the party entitled to indemnification (the "Indemnified Party") shall provide written notice to the party obligated to provide indemnification hereunder (the "Indemnifying Party") in a timely manner. The Indemnifying Party shall have the right, at its expense, to employ counsel reasonably acceptable to the Indemnified Party to defend the Claim, and to compromise, settle or otherwise dispose of the Claim; provided, however, that no compromise or settlement of any Claim admitting liability of or imposing duties or restrictions upon the Indemnified Party may be effected without the prior written consent of the Indemnified Party. The Indemnified Party will cooperate in such action by making available to the Indemnifying Party, at the Indemnifying Party's expense, records reasonably necessary for the defense of the Claim. If the Indemnifying Party does not avail itself of the opportunity to defend or otherwise dispose of the Claim within thirty (30) days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), the Indemnified Party may investigate, defend, settle or otherwise dispose of the Claim.

10. Confidentiality.

10.1. Confidentiality of the Online Tools. Subscriber acknowledges that the terms of this Agreement, the Online Tools, the Content therein, and the associated platforms are the proprietary property of WKH, its affiliates and its licensors, and that the terms of this Agreement, the processes and methodology used in producing the Online Tools, the Content therein and the associated platforms are valuable trade secrets. Subscriber sball protect the confidentiality thereof with at least the same level of efforts that it employs to protect the confidentiality of its own proprietary and confidential information of like importance and in any event, by reasonable means. Subscriber shall not disclose the terms of this Agreement, except as required by law. In the event that Subscriber is compelled by valid legal process to disclose the terms this Agreement to any third party, Subscriber will provide WKH with prompt notice of such legal process and will, if requested by WKH, take reasonable steps to give WKH the opportunity to contest such legal process and/or disclosure before disclosing such information.

10.2. Injunctive Relief. Subscriber acknowledges that any breach of any provision of this Article will cause immediate and irreparable injury to WKH, and in the event of such breach, WKH shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity without the necessity of proving actual damages or the posting of a bond.

11. General Provisions.

11.1. Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.

11.2. Assignment. Subscriber shall not assign this Agreement, nor delegate any of its duties, in whole or in part, without the prior written consent of WKH. In no event shall WKH's consent be construed as discharging or releasing Subscriber in any way from the performance of its obligations under this Agreement. WKH may freely assign this Agreement to any affiliate or successor of WKH or in connection with any sale transaction or change of control transaction involving any of the Online Tools and may delegate its duties, in whole or in part, in each case without any consent of Subscriber. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If

any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

11.3. Compliance with Laws. Subscriber shall comply with all applicable federal, state or provincial, and local laws, rules, and regulations in conjunction with its performance pursuant to this Agreement.

11.4. No Competitive Online Tools. Notwithstanding anything herein to the contrary, under no circumstances shall Subscriber use the Online Tools or information contained therein or results derived therefrom to develop any products or services that could be competitive with the Online Tools or any other products or services provided by WKH or its affiliates.

11.5. Public Disclosures. Neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, WKH will have the right to issue public statements pertaining to the existence of the business relationship between WKH and Subscriber, including the right to limited use of Subscriber's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials. WKH will not claim Subscriber's endorsement of WKH's Online Tools or services without Subscriber's prior written consent.

11.6. Audit. During normal business hours, at its own cost, WKH or its designated representative may audit and review Subscriber's compliance with the terms of this Agreement. Any such review shall be conducted so as not to unreasonably interfere with Subscriber's business, and Subscriber shall provide access to its facilities and provide personnel to answer WKH's inquiries.

11.7. 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 document. Facsimile or Portable Document Format (PDF) signatures shall be deemed originals for purposes of the execution of this Agreement.

11.8. Entire Agreement. This Agreement, together with all Orders and any other document expressly referenced herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Subscriber acknowledges that there were no representations or promises made by WKH on which Subscriber has relied in entering into this Agreement that are not expressly stated herein. In the event Subscriber submits work orders, change orders, invoices or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form shall be deemed to supersede any of the terms and conditions herein.

11.9. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and other causes beyond such party's control.

11.10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States and the State of California, without giving effect to the conflicts of law provisions thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods.

11.11. Dispute Resolution Method and Venue. The parties agree that any dispute arising hereunder shall be submitted for dispute resolution in the method and venue determined by Subscriber's principal place of business, as specified in the applicable Order, as follows: in the United States, disputes shall be submitted to a state or federal court sitting in New York, New York, U.S.A.; in Canada, disputes shall be submitted to the federal and provincial courts sitting in Toronto, Ontario; in the Americas, except Canada and the United States, disputes shall be submitted to arbitration in New York, New York, U.S.A., under the rules of the American Arbitration Association; in Europe, the Middle East and Africa: disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; in Asia Pacific: disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd. Nothing herein shall be deemed to limit or otherwise affect either party's right to seek immediate equitable (including injunctive) relief for alleged violations of the party's intellectual property rights or interests.

11.12. Arbitration Procedures. The parties agree that the following procedures shall apply to any disputes under this Agreement that are submitted to arbitration. Arbitration shall be conducted before a single arbitrator selected in accordance with the applicable arbitration rules, unless the amount in dispute exceeds the equivalent of US$250,000.

If the amount in dispute exceeds the equivalent of US$250,000, it shall be decided by three arbitrators, one to be selected by each party and the two party-appointed arbitrators to agree upon the third. The arbitrators must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to award damages contrary to Section 8 of this Agreement. The arbitrators shall be authorized to award costs and attorney's fees or to allocate them between the parties. Any court with jurisdiction shall enforce the agreement of the parties to arbitrate their disputes and enter judgment on any award.

11.13. Jury Trial Waiver. **EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

11.14. Information Collected. WKH may collect information regarding queries submitted through the Online Tools, Content reviewed, and other uses of the Online Tools by Authorized Users. WKH shall own (and Subscriber hereby assigns to WKH) such information and may use it in any manner it chooses, including to improve its Online Tools and to offer customizations to Content delivered to Authorized Users. WKH may share any such information collected with its affiliates and licensors.

11.15. Notice. Any notice or other document or communication required or permitted hereunder to the parties hereto shall be deemed to have been duly given only if in writing and delivered by any of the following methods: (a) certified U.S. mail, return receipt requested, postage prepaid, to Wolters Kluwer Health, Inc. at Two Commerce Square, 2001 Market Street, Philadelphia, PA 19103, with a copy to Wolters Kluwer Health, Inc., 333 7th Avenue, New York, NY 10001, Attn: General Counsel, or to Subscriber at the address set forth in the Order, or such other address as the parties may dictate according to the notice provisions hereof; or (b) overnight delivery service at such addresses. Notices shall be deemed delivered pursuant to clause (a) three (3) days after deposit in the U.S. mail and upon receipt pursuant to clause (b).

11.16. Severability. If any provision of this Agreement or its application to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

11.17. Third Party Rights Excluded. This Agreement is an agreement between the parties, and, except as may be provided in Section 3.3, confers no rights upon (i) any of the parties' respective employees, agents, or contractors, (ii) any third party, including without limitation, any person that is treated by Subscriber's Healthcare Professionals, or (iii) any other person or entity.

11.18. Waivers. No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

Wolters Kluwer
Health

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

COUNTY OF MONTEREY, STATE OF CALIFORNIA,
ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: for Gary Gray

Its: Purchasing Agent

Date: 12-19-19

WOLTERS KLUWER HEALTH, INC.

By: Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2019.12.19 14:21:27 -05'00'

Its: Sales Director

Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: 12/17/19

Monterey County Deputy County Counsel

Date: 12-16-19

EXHIBIT 1
ACCESS TO AND USE OF THE ONLINE TOOLS THROUGH AN LMS

1. **General Requirements.** In order for Subscriber to access and use the Online Tools and Content through an LMS, Subscriber must: (i) have a current and valid license to use the LMS from a third party provider; (ii) perform initial implementation procedures that either provide links in the LMS to the Online Tools and Content (generally applicable to course Content) or upload Content to the LMS (generally applicable to test Content); and (iii) perform periodic review and maintenance to ensure that Online Tools and Content are accessible through the LMS. WKH recommends that Subscriber include in any license agreement with an LMS provider, terms that ensure the LMS provider will not block or impede access to and use of third party content, provided that Subscriber has the right or license to use the content, and at the time the license is signed, the content is compatible the LMS and not disruptive to the LMS provider's system. Subscriber is responsible for obtaining the information necessary to access and use the Online Tools and Content through an LMS. Such information is generally available through the LMS documentation or from publicly available sources. WKH is not responsible for providing such information to Subscriber or ensuring that Subscriber has ongoing access to such information. Subscriber understands that the Online Tools and Content are designed to work with LMS technology that complies with current E-Learning Standards. WKH makes no representation or warranty (a) that the Online Tools and Content are or will continue to be compatible with any particular LMS or any future E-Learning Standards, (b) that Subscriber has any right or license to access or use any Third Party Material through an LMS, (c) or that access to and use of the Online Tools and Content in an LMS will not be interrupted by factors outside of WKH's control. Subscriber agrees that a change in an LMS's functionality or compatibility with the Online Tools or Content or any other limitation on access to or use of the Online Tools and Content by an LMS provider does not provide a basis for terminating this Agreement.

2. **WKH Support.** As part of this Agreement, WKH will provide implementation, maintenance and update support to Subscriber at no additional cost through its Customer Service team. Subscriber understands, however, that WKH makes no additional express or implied representations or warranties in connection with providing such support and ultimate responsibility rests with Subscriber to make sure that content is properly implemented, maintained and updated.

3. **Updating Content.** Subscriber understands that certain Content (generally applicable to course Content) can be accessed in an LMS through internet links to WKH controlled systems, and that such Content will be automatically updated by WKH and available to Subscriber as long as the links are working correctly. Subscriber further understands that certain other Content (generally applicable to test Content) can be accessed in an LMS only by uploading that content to the LMS provider's server, and that WKH will provide Subscriber with updated content when it becomes available, but it is Subscriber's responsibility to upload updated content to the LMS as soon as it is received from WKH.

4. **Responsibility for Content Uploaded to an LMS.** Subscriber agrees that it is solely responsible for ensuring that any Content that it uploads or otherwise transmits to an LMS provider is protected from misuse, misappropriation or redistribution. WKH recommends that Subscriber include in any license agreement with an LMS provider, terms that limit the LMS provider's access to and use of any content that Subscriber uploads or transmits to the LMS.

SUBSCRIBER AGREES THAT: (I) WKH MAY SUSPEND OR TERMINATE SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT AS A RESULT OF MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF ONLINE TOOLS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER; AND (II) SUBSCRIBER WILL INDEMNIFY WKH FOR ANY LOSSES OR DAMAGES SUFFERED BY WKH AND ARISING FROM MISUSE, MISAPPROPRIATION, OR REDISTRIBUTION OF ONLINE TOOLS OR CONTENT THAT HAVE BEEN UPLOADED OR TRANSMITTED TO AN LMS PROVIDER BY SUBSCRIBER.

WOLTERS KLUWER HEALTH, INC.
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

This Master Subscription and Services Order Form (the "Order"), dated this 10th day of December, 2019, between Wolters Kluwer Health, Inc. ("WKH") and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated February 28, 2019, between WKH and Subscriber (the "Agreement"), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Service Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./ Email Address:	lindemansc@natividad.com
Telephone No:	(831) 755-4176
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	November 27, 2019
License Type:	Subscription
Subscription Term:	Three years
Promotional Code:	
Tax Exempt Status:	Check if Subscriber is tax-exempt: √ Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Procedures
Additional Content: Electronic back-up of Lippincott Solutions "standard" procedures.	**$300.00 annually** Quantity: Subscription Term:

Wolters Kluwer
Health

Applicable Content (include program titles and ISBN numbers from current pricing sheet):	The ISBN number for Lippincott Procedures is: ISBN #9780781788014
Installation Services (if applicable):	As specified on Exhibit A to this Order Form.
Support Services (if applicable):	As specified on Exhibit B to this Order Form.
License Count Type:	Licensed Beds
License Count (by Authorized Facility, if applicable):	Total licensed beds = 172
License Cap (if applicable):	NA
License Fees:	The annual, per year, fee for access to Lippincott Procedures is: Year 1 = $22,746 Year 2 = $23,883 Year 3 = $25,077
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.

III. ACCESS INFORMATION

Access Method:	IP Authentication	
Authorized Facilities (required for access by IP Authentication):	Facility Name(s):	Address(es):
	Natividad Medical Center	Existing customer. IP on file.
Remote Access by Proxy Permitted (for access by IP Authentication):	Yes	
IP Authentication Information:	As specified on Exhibit D to this Order Form.	

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER

By: for Gary Gray

Its: _____

Date: 12-19-19

WOLTERS KLUWER HEALTH, INC.

By: Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2019.12.19 14:21:54 -05'00'

Its: Sales Director

Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: 12/17/19

WOLTERS KLUWER HEALTH, INC.

-15-Monterey County Deputy County Counsel ORDER FORM

Date: 12/16/19

EXHIBIT A
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Installation Services

Health System Name: Natividad Medical Center

Facility Name: Natividad Medical Center

Business Contact Name: Susan Lindeman

Business Contact E-mail Address: lindemansc@natividad.com.

Business Contact Telephone Number: (831) 755-4176

Business Contact Fax Number:

Purchase Order Number:

Address Line 1: 1441 Constitution Blvd.

Address Line 2:

Address Line 3:

Address Line 4:

City: Salinas

State/Province: CA

Postal Code: 93906

Country/Region: USA

Institution Name:
(As you would like it to appear on the homepage of Lippincott Procedures): Natividad Medical Center

Trial Roll-over
I currently have a trial of Lippincott Procedures that I would like to roll-over into my active subscription.
No

Turn on Ovid Links
Yes

EXHIBIT B
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. **Certain Definitions.** In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

"Error" means a verifiable programming error, logic error, or "bug" within the Online Service, or other defect in the Online Service that causes it to operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. **Eligibility to Receive Support Services.**
Subscriber shall only be eligible to receive Support Services hereunder if (i) it has paid all accrued fees associated with the Online Service, and (ii) it is not otherwise in default or violation of any material provision of the Agreement.

3. **Maintenance.**
WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a "Maintenance Modification" to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy the reported and verifiable, material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. **Email, Telephone and Onsite Support.**
WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal business hours, Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST at: 1-800-468-1128 or techhsupp@lww.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

Additional Permitted Use Terms

Notwithstanding the express prohibition at Section 3.5 of the Agreement, Subscriber may modify the Content solely to the extent necessary to make the Content conform to Subscriber's own published procedures and skills of a similar nature. WKH shall have no responsibility for or liability with respect to such modifications.

Any modifications to the Content made by Subscriber shall be the property of Subscriber, provided that Subscriber hereby grants WKH the right to use such modifications solely to the extent necessary to provide the Online Service(s) and services as contemplated under the Agreement.

EXHIBIT D
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT PROCEDURES

IP Authentication Information

IP Addresses to Access the Online Service

(Please enter all IP address ranges that will access this Online Service):

Existing customer. IP on file.

Administrator Contact Name(s):

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should be contacted about changes/updates to this Online Service:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should receive a copy of the signed agreement:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com	(831) 755-4176

WOLTERS KLUWER HEALTH, INC.
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

This Master Subscription and Services Order Form (the "Order"), 10th day of December, 2019, between Wolters Kluwer Health, Inc. ("WKH") and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated February 28, 2019, between WKH and Subscriber (the "Agreement"), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Services Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./ Email Address:	lindemansc@natividad.com
Telephone No:	(831) 755-4176
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	November 27, 2019
License Type:	Subscription
Subscription Term:	Three years
Promotional Code:	
Tax Exempt Status:	Check if Subscriber is tax-exempt: √ Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Blended Learning
Applicable Content (include program titles and ISBN numbers from current pricing sheet):	The ISBN for Lippincott Blended Learning is: ISBN #9781469888149
Installation Services (if applicable):	As specified on Exhibit A to this Order Form.

Support Services (if applicable):	As specified on Exhibit B to this Order Form.
License Count Type:	Licensed Beds
License Count (by Authorized Facility, if applicable):	Licensed beds 172
License Cap (if applicable):	NA
License Fees:	The annual, per year, fee for access to Lippincott Blended Learning is: Year 1 = $16,801 Year 2 = $17,641 Year 3 = $18,523
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.

III. ACCESS INFORMATION

Authorized Facilities:	Facility Name(s):	Address(es):
	Natividad Medical Center	Existing customer. IP on file.

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER

By: For Gary Gray

Its: _____

Date: 12-19-19

WOLTERS KLUWER HEALTH, INC.

By: Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2019.12.19 14:22:15 -05'00'

Its: Sales Director

Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: 12/17/19

Monterey County Deputy County Counsel

Date: 12.16.19

EXHIBIT A
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Installation Services

Health System Name: Natividad Medical Center

Facility Name: Natividad Medical Center

Business Contact Name: Susan Lideman

Business Contact E-mail Address: lindemansc@natividad.com

Business Contact Telephone Number: (831) 755-4176

Business Contact Fax Number:

Purchase Order Number:

Address Line 1: 1441 Constitution Blvd.

Address Line 2:

Address Line 3:

Address Line 4:

City: Salinas

State/Province: CA

Postal Code: 93906

Country/Region: USA

Institution Name:
(As you would like it to appear on the homepage of Lippincott Blended Learning): Natividad Medical Center

Trial Roll-over
I currently have a trial of Lippincott Professional Development that I would like to roll-over into my active subscription.

No

EXHIBIT B
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. **Certain Definitions.** In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

"Error" means a verifiable programming error, logic error, or "bug" within the Online Service, or other defect in the Online Service that causes it to operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. **Eligibility to Receive Support Services.**
Subscriber shall only be eligible to receive Support Services hereunder if (i) it has paid all accrued fees associated with the Online Service, and (ii) it is not otherwise in default or violation of any material provision of the Agreement.

3. **Maintenance.**
WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a "Maintenance Modification" to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy the reported and verifiable, material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. **Email, Telephone and Onsite Support.**
WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal business hours, Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST at: 1-800-468-1128 or LNS-Support@wolterskluwer.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

Additional Permitted Use Terms

Notwithstanding the express prohibition at Section 3.5 of the Agreement, Subscriber may modify the Content solely to the extent necessary to make the Content conform to Subscriber's own educational training of a similar nature. WKH shall have no responsibility for or liability with respect to such modifications.

Any modifications to the Content made by Subscriber shall be the property of Subscriber, provided that Subscriber hereby grants WKH the right to use such modifications solely to the extent necessary to provide the Online Service(s) and services as contemplated under the Agreement.

EXHIBIT D
MASTER SUBSCRIPTION AND SERVICES AGREEMENT ORDER FORM

LIPPINCOTT BLENDED LEARNING

IP Addresses to Access the Online Service

(Please enter all IP address ranges that will access this Online Service):

Existing customer. IP on file.

Administrator Contact Name(s):

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com.	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should be contacted about changes/updates to this Online Service:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com.	(831) 755-4176
Thomas McKay	mckayta@natividad.com	(831) 783-2854

Please specify who should receive a copy of the signed agreement:

Name	E-mail Address	Telephone #
Susan Lindeman	lindemansc@natividad.com.	(831) 755-4176

WOLTERS KLUWER HEALTH, INC.
MASTER SUBSCRIPTION AGREEMENT ORDER FORM

LIPPINCOTT LEARNING

This Master Subscription and Services Order Form (the "Order"), dated this 10th day of December, 2019, between Wolters Kluwer Health, Inc., a Delaware corporation, on behalf of its Health Learning, Research & Practice Division ("WKH") and Subscriber (as specified below) provides for use by Subscriber of the Online Service (as specified below), subject to the terms and conditions set forth in this Order and in the Master Subscription and Services Agreement, dated March 30, 2017, between WKH and Subscriber (the "Agreement"), which are hereby incorporated by reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this Order and the Agreement, the terms of this Order shall control but only with respect to this specific Order and not any other order forms.

I. SUBSCRIBER INFORMATION

Subscriber Name:	Natividad Medical Center
Entity Type:	Medical Service Provider
Mailing Address:	1441 Constitution Blvd., Salinas, CA 93906
Facsimile No./Email Address:	lindemansc@natividad.com
Contact Person:	Susan Lindeman

II. LICENSE INFORMATION

Order Form Effective Date:	11/26/2019
License Type:	Subscription
Subscription Term:	Three years
Tax Exempt Status:	Check if Subscriber is tax-exempt: ☐ Subscriber must also provide proof of tax-exempt status (e.g., a written exemption certificate).
Online Service:	Lippincott Learning
Promotional Code:	N49
Applicable Content (include program titles and ISBN numbers from current pricing sheet):	Full Subscription: All Courses—Includes future courses released within Subscription Term

Installation Services (if applicable):	As specified on Exhibit A to this Order Form.	
Support Services (if applicable):	As specified on Exhibit B to this Order Form.	
License Count Type:	Licensed Beds	
License Count (by Authorized Facility, if applicable):	Total licensed beds =172	
License Cap (if applicable):		
Authorized Facilities	Facility Name(s):	Address(es):
Annual License Fees:	The annual, per year, fee for access to Lippincott Learning is: Year 1 = $19,980 Year 2 = $20,979 Year 3 = $22,028	
Additional Permitted Use Terms (if applicable):	As specified on Exhibit C to this Order Form.	

III. ACCESS INFORMATION

Access Method:	□ Passwords □ Other: _____
LMS Hosting URL for Whitelisting	

[Signatures follow on the next page]

Wolters Kluwer
Health

By executing below, Subscriber, by its duly authorized representative, is subscribing for access to the above-referenced content pursuant to the terms of this Order Form and the Agreement to which this Order Form is attached.

NATIVIDAD MEDICAL CENTER	WOLTERS KLUWER HEALTH, INC.
	Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2019.12.19 14:23:00 -05'00'
By: for Gary Gray	By: Kevin Iarossi
Its: Kristan A Ulrich Purchasing Agent	Its: Sales Director
Date: 12-19-19	Date: 12/19/19

Monterey County Deputy Auditor/Controller

Date: 12/19/19

Monterey County Deputy County Counsel

Date: 12-16-19

EXHIBIT B
MASTER SUBSCRIPTION AGREEMENT ORDER FORM

LIPPINCOTT LEARNING

Support Services

WKH will use its commercially reasonable efforts to provide the following support services to Subscriber as a part of the fees and at no additional charge, provided that Subscriber is in compliance with its payment and other obligations under the Agreement and applicable Order. WKH may contact individuals who have provided contact information to WKH for administrative purposes in relation to Subscriber's subscription.

1. Certain Definitions. In addition to the defined terms set forth in the Agreement, the terms below shall mean as follows:

> "Error" means a verifiable and reproducible programming error, logic error, or "bug" within the Online Service, or other defect in the Online Service that causes it to materially operate incorrectly or otherwise not be in material conformity with its applicable specifications.

2. Eligibility to Receive Support Services.
Subscriber shall only be eligible to receive Support Services hereunder if: (i) it has paid all accrued fees associated with the Online Service; and (ii) it is not otherwise in default or violation of any provision of the Agreement.

3. Maintenance.
WKH will use commercially reasonable efforts to correct Errors in the Online Service which are reported in writing or via email in accordance with WKH's support policies and procedures by Subscriber by issuing either: (a) Correction information, such as correction or corrected documentation, if the Error is reasonably classified by WKH as an Error in the documentation; or (b) Maintenance Modifications, if the Error resides in the operation of the code of the Online Service itself. As used herein, a "Maintenance Modification" to the Product means a revision or modification thereto which provides Error correction or which otherwise is intended to remedy such verifiable, reproducible and material non-conformity of the Online Service with its applicable specifications. Any modifications to the Online Service that may be proposed by Subscriber are subject to agreement on the terms and specifics of the work product, and WKH shall be under no obligation to make any requested modifications.

4. Email, Telephone and Onsite Support.
WKH will provide reasonable email and phone support for Error corrections as aforesaid to Subscriber regarding the operation of the Online Service, during normal WKH business hours (Monday through Thursday, 8 AM to Midnight EST; Friday, 8 AM to 7 PM EST; and Sunday, 4 PM to Midnight EST) at: 1-800-468-1128 or techsupp@lww.com. Emergency after-hours Technical Support is available by calling 1-877-247-6843. The foregoing particulars with respect to email, telephone and onsite support are subject to change by WKH upon notice to Subscriber.

EXHIBIT C
MASTER SUBSCRIPTION AGREEMENT ORDER FORM

LIPPINCOTT LEARNING

Additional Permitted Use Terms

Notwithstanding Section 1.13 of the Agreement, for purposes of the JCR Content (as defined below) contained within the Online Service licensed in this Order Form, "Permitted Use" means the following:

1. Subject to the further restrictions and conditions provided for in the Agreement, Subscriber may access, use and reproduce the JCR Content in unmodified form only and solely for its internal business purposes. Subscriber is responsible for ensuring that, at any given time, the JCR Content reflect the then-current applicable accreditation program's version of the Requirements for Accreditation of The Joint Commission (the "Standards"). The Standards may be updated from time to time through The Joint Commission's accreditation publication Joint Commission Perspectives® prior to release of an updated version of the Online Service.

2. In addition to the restrictions in Section 3.5 of the Agreement, Subscriber shall not, and shall ensure that its Authorized Users shall not, distribute any JCR Content in printed, hardcopy form, in compiled or assembled form (e.g., similar to how the standards are sold and distributed), or in any other manner or form that effectively recreates or simulates the complied Standards, whether electronically or in printed, hardcopy form. Subscriber acknowledges and agrees that any breach by it, or any of its agents, employees, or representatives, of this Section 2 to this Exhibit C to the Order Form or Section 3.5 of the Agreement, shall cause irreparable injury to Joint Commission Resources, Inc. ("JCR") and The Joint Commission, and that, in such an event, and in addition to any other remedies that may be available, in law, in equity or otherwise, JCR and The Joint Commission shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

3. Subscriber may, subject to the limitation of Section 2 to this Exhibit C to the Order Form, reproduce limited portions of the JCR Content in policies and procedures used and distributed solely within the Authorized Facilities permitted to access the JCR Content; provided that, in each case, the reproduced JCR Content is accompanied by a notice or legend indicating that it is proprietary to JCR and The Joint Commission (with such notice being of the following form, unless otherwise directed: "© [insert year of publication of the applicable version of the Standards] The Joint Commission. Version effective date [DATE VERSION OR UPDATE IS EFFECTIVE]. All rights reserved. Used with permission."). Subscriber may make printouts of the materials from the JCR Content to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), or may download and store insubstantial portions of select materials (in machine-readable form), so long as such downloading is consistent with the purposes authorized by the Order Form and the Agreement. Subscriber shall comply with all applicable conventions regarding copyright and source of material attribution. If Subscriber wishes to use the JCR Content in any manner not expressly permitted by the Order Form and the Agreement, Subscriber may request permission from JCR by submitting such request to WKH, for WKH's submission and approval by JCR, along with a written description of the intended use and such other information as may be requested. Only an authorized representation of JCR may grant such permission. The granting of such a request may entail an additional fee payable by Subscriber.

As used herein, "JCR Content" means any online courses available as part of the Online Service that are co-branded with Joint Commission Resources, Inc.

Introduced: 1/6/2026

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

a. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to retroactively execute a Funds Agreement with The State Bar of California for a three-year period of July 1, 2025 through June 30, 2028, for the Community Assistance, Recovery, and Empowerment (CARE) Court Program for the purpose of providing legal representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans; and
b. Authorize the Public Defender's Office to receive $168,156 from the State Bar of California for the initial CARE Court funding period of July 1, 2025-January 1, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to retroactively execute a Funds Agreement with The State Bar of California for a three-year period of July 1, 2025-June 30, 2028, for the Community Assistance, Recovery, and Empowerment (CARE) Court Program for the purpose of providing legal representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans; and
b. Authorize the Public Defender's Office to receive $168,156 from the State Bar of California for the initial CARE Court funding period of July 1, 2025-January 1, 2027.

SUMMARY:
In 2025, Assembly Bill No. 102 (A.B. 102) allocated $15,750,000 for the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987). This funding was to be distributed by the Judicial Council of California, through The State Bar of California, via grant awards to qualified legal services projects, with any unawarded funds distributed to public defenders to provide legal counsel and representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans. The State Bar of California has issued to the County of Monterey Public Defender's Office a three-year Funds Agreement spanning July 1, 2025-June 30, 2028, with funding provided annually. The Public Defender's Office has been allocated $168,156 for the first annual funding period of July 1, 2025-January 1, 2027. Subsequent budget acts may provide funding for years two and/or three, with no additional funding guaranteed beyond the first annual funding period.

DISCUSSION:
Senate Bill No. 1338 was enacted in 2022, creating the Community Assistance, Recovery, and

Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35. The CARE Court Program is a civil court process designed to help adults with severe mental illness access treatment, housing, and supportive services in the community. This program authorizes eligible petitioners (family members, clinicians, first responders, and other advocates) to seek judicial intervention for individuals (respondents) suffering from mental health conditions that place them at substantial risk of deterioration or impaired functioning. Upon finding that statutory criteria are met, the court may approve a voluntary CARE agreement or a court-ordered CARE plan for the respondent, outlining recommendations for appropriate treatment and support services. This process creates a pathway for eligible adults to achieve long-term stability and independence, while also preventing more restrictive alternatives such as conservatorships, incarceration, and hospitalizations.

On December 1, 2024, the County of Monterey implemented the CARE Court Program in alignment with state-mandated timelines. Per CARE Court legislation, every CARE Court respondent has the right to legal representation regardless of ability to pay, and the Public Defender's Office ensures that this right is upheld. The Public Defender's Office protects the CARE Court respondent's due-process rights, helps respondents understand the proceedings, advocates for respondent's wishes and best interests, collaborates with treatment providers, and ensures all interventions remain least-restrictive, rights-preserving, and focused on stabilizing the individual in the community.

A.B. 102 was enacted in 2025 and allocated $15,750,000 to be distributed by the Judicial Council of California through The State Bar of California via grant awards to qualified legal services projects, with any unawarded funds distributed to public defenders to provide legal counsel representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans. Pursuant to A.B. 102, The State Bar of California has issued to the Public Defender's Office a three-year Funds Agreement with a service period of July 1, 2025-June 30, 2028. The annual California Budget Act and the Fee Schedule Act provide for annual funding during this three-year service period, with A.B. 102 providing funding in the amount of $168,156 for the first annual funding period of July 1, 2025-January 1, 2027. Subsequent budget acts may provide funding for years two and/or three, with additional funding contingent upon authorization of additional State of California statutes.

The funding allocated in this Funds Agreement shall allow the Public Defender's Office to continue to provide legal counsel representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans, consistent with legislative mandates. This Funds Agreement requires retroactive execution due to delays experienced by The State Bar of California in administering the three-year Funds Agreement and associated first year funding.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel's Office and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
As the allocation occurred after the adoption of the Fiscal Year (FY) 2025-26 Budget, the

associated revenue and expenditures are not included in the Office of the Public Defender's current operational budget. The department will evaluate the need to increase revenue and appropriations and will return to the Budget Committee if necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This item advances Strategic Goal A (Well-Being and Quality of Life) and Strategic Goal C (Safe and Resilient Communities) by securing state funding that ensures legally mandated representation for individuals participating in the CARE Court Program. By authorizing this item, the County strengthens access to justice, protects due-process rights for adults with severe mental illness, and supports community-based treatment and stabilization. This funding enhances essential justice-focused services, promotes health and well-being, and contributes to safer, more stable communities.

__X__ Well-Being and Quality of Life
_____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy
_____ Administrative

Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Raymond Buenaventura, Public Defender, x5806

Attachments:
Attachment A: CARE Court Funds Agreement

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to retroactively execute a Funds Agreement with The State Bar of California for a three-year period of July 1, 2025-June 30, 2028, for the Community Assistance, Recovery, and Empowerment (CARE) Court Program for the purpose of providing legal representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans; and
b. Authorize the Public Defender's Office to receive $168,156 from the State Bar of California for the initial CARE Court funding period of July 1, 2025-January 1, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to retroactively execute a Funds Agreement with The State Bar of California for a three-year period of July 1, 2025-June 30, 2028, for the Community Assistance, Recovery, and Empowerment (CARE) Court Program for the purpose of providing legal representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans; and
b. Authorize the Public Defender's Office to receive $168,156 from the State Bar of California for the initial CARE Court funding period of July 1, 2025-January 1, 2027.

SUMMARY:
In 2025, Assembly Bill No. 102 (A.B. 102) allocated $15,750,000 for the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987). This funding was to be distributed by the Judicial Council of California, through The State Bar of California, via grant awards to qualified legal services projects, with any unawarded funds distributed to public defenders to provide legal counsel and representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans. The State Bar of California has issued to the County of Monterey Public Defender's Office a three-year Funds Agreement spanning July 1, 2025-June 30, 2028, with funding provided annually. The Public Defender's Office has been allocated $168,156 for the first annual funding period of July 1, 2025-January 1, 2027. Subsequent budget acts may provide funding for years two and/or three, with no additional funding guaranteed beyond the first annual funding period.

DISCUSSION:
Senate Bill No. 1338 was enacted in 2022, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35. The CARE Court Program is a civil court process designed

to help adults with severe mental illness access treatment, housing, and supportive services in the community. This program authorizes eligible petitioners (family members, clinicians, first responders, and other advocates) to seek judicial intervention for individuals (respondents) suffering from mental health conditions that place them at substantial risk of deterioration or impaired functioning. Upon finding that statutory criteria are met, the court may approve a voluntary CARE agreement or a court-ordered CARE plan for the respondent, outlining recommendations for appropriate treatment and support services. This process creates a pathway for eligible adults to achieve long-term stability and independence, while also preventing more restrictive alternatives such as conservatorships, incarceration, and hospitalizations.

On December 1, 2024, the County of Monterey implemented the CARE Court Program in alignment with state-mandated timelines. Per CARE Court legislation, every CARE Court respondent has the right to legal representation regardless of ability to pay, and the Public Defender's Office ensures that this right is upheld. The Public Defender's Office protects the CARE Court respondent's due-process rights, helps respondents understand the proceedings, advocates for respondent's wishes and best interests, collaborates with treatment providers, and ensures all interventions remain least-restrictive, rights-preserving, and focused on stabilizing the individual in the community.

A.B. 102 was enacted in 2025 and allocated $15,750,000 to be distributed by the Judicial Council of California through The State Bar of California via grant awards to qualified legal services projects, with any unawarded funds distributed to public defenders to provide legal counsel representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans. Pursuant to A.B. 102, The State Bar of California has issued to the Public Defender's Office a three-year Funds Agreement with a service period of July 1, 2025-June 30, 2028. The annual California Budget Act and the Fee Schedule Act provide for annual funding during this three-year service period, with A.B. 102 providing funding in the amount of $168,156 for the first annual funding period of July 1, 2025-January 1, 2027. Subsequent budget acts may provide funding for years two and/or three, with additional funding contingent upon authorization of additional State of California statutes.

The funding allocated in this Funds Agreement shall allow the Public Defender's Office to continue to provide legal counsel representation in CARE Act proceedings, matters related to CARE agreements, and matters related to CARE plans, consistent with legislative mandates. This Funds Agreement requires retroactive execution due to delays experienced by The State Bar of California in administering the three-year Funds Agreement and associated first year funding.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel's Office and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
As the allocation occurred after the adoption of the Fiscal Year (FY) 2025-26 Budget, the associated revenue and expenditures are not included in the Office of the Public Defender's current operational budget. The department will evaluate the need to increase revenue and appropriations and will return to the Budget Committee if necessary.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This item advances Strategic Goal A (Well-Being and Quality of Life) and Strategic Goal C (Safe and Resilient Communities) by securing state funding that ensures legally mandated representation for individuals participating in the CARE Court Program. By authorizing this item, the County strengthens access to justice, protects due-process rights for adults with severe mental illness, and supports community-based treatment and stabilization. This funding enhances essential justice-focused services, promotes health and well-being, and contributes to safer, more stable communities.

__X__ Well-Being and Quality of Life
_____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy
_____ Administrative

Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Raymond Buenaventura, Public Defender, x5806

Attachments:
Attachment A: CARE Court Funds Agreement

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FUNDS AGREEMENT

THE STATE BAR OF CALIFORNIA

OFFICE OF ACCESS & INCLUSION – CARE COURT FUNDS
2025 - 2028

This Funds Agreement ("Agreement") is made as of July 1, 2025, ("Effective Date") between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 ("State Bar"), and County of Monterey Public Defender's Office, a county public defender office or equivalent entity funding public defender services on behalf of a county, with a principal place of business at 168 W. Alisal St., Second Floor Salinas, CA 93901 ("Recipient"). This Agreement sets forth the terms and conditions for receiving the Funds. State Bar and Recipient are sometimes hereinafter referred to individually as a "Party," and together as the "Parties."

RECITALS

A. Pursuant to California Business and Professions Code Section 6210-6228 ("Act"), and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California ("Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California. The Office of Access & Inclusion administers the Program. The Program includes an Equal Access Fund ("Fund") that is funded pursuant to the annual California Budget Act and the Uniform Civil Fees and Standard Fee Schedule Act of 2005 ("Fee Schedule Act").

B. In 2022, Senate Bill 1338 ("S.B. 1338") was enacted, creating the Community Assistance, Recovery, and Empowerment (CARE) Court Program (Welfare and Institutions Code sections 5970-5987), as amended in 2023 by Senate Bill No. 35 ("S.B. 35"). In 2025, Assembly Bill No. 102 ("A.B. 102") was enacted, allocating $15,750,000 ("CARE Court Fund") to be distributed by the Judicial Council of California through the State Bar via grant awards to qualified legal services projects and unawarded funds, if any, to public defenders to provide legal counsel pursuant to subdivision (c) of Section 5976 of the Welfare and Institutions Code for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans by December 1, 2025 ("CARE Court Legal Services"). The CARE Court Fund was to be distributed by the State Bar to qualified legal services projects who were found to be eligible through a competitive grant process. After which, the Legal Services Trust Fund Commission shall provide any funds not awarded to qualified legal services projects for representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans in each county to that county's public defender office to provide those services.

C. Recipient is a county public defender office that will provide–or, where a county has no public defender office, a county office designating a county public defender equivalent entity that will provide (e.g., contract) for–representation in CARE Act proceedings, matters related to CARE agreements, and CARE plans.

D. NOW, THEREFORE, in consideration of covenants and agreements herein, and for good

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and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENTS

1. Pursuant to A.B. 102, S.B. 104, S.B. 1338, S.B. 35 the Act, Rules, and Fund, and in reliance upon the promises and representations made by Recipient, the State Bar provides to Recipient $168,155.79 ("Funding Amount").

2. Pursuant to A.B. 102, the State Bar is providing to Recipient an agreement for a three-year period ("Services Period"). The Services Period will commence July 1, 2025, and end June 30, 2028. The annual California Budget Act and the Fee Schedule Act, however, provide for annual—rather than a three-year—funding during the Services Period. A.B. 102 provides the funding for year one and subsequent budget acts would provide the funding for years two and/or three. As such, funding is not guaranteed for years two and three unless/until a statute has authorized it. The first annual funding period will commence July 1, 2025 ("Start Date"), and end January 1, 2027 ("End Date," with the period from the Start Date to the End Date known as the "Annual Funding Period"). This Agreement's Funding Amount, therefore, shall be available for encumbrance or expenditure only until January 1, 2027. If Recipient is a public defender office or equivalent entity, it must be available to be appointed to represent respondents in CARE Act proceedings in Monterey County during the three-year Services Period provided the availability of funds for the relevant annual funding period. If Recipient is a county office contracting or otherwise providing for public defender services for CARE Court, it must ensure that the office(s) it selects are available to be so appointed.

3. The Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, including reporting to the State Bar all expenditures, outcomes, and other data necessary pursuant to Welfare and Institutions Code sections 5984, 5985, and 5986. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program and the Fund (collectively, "Directives") including without limitation, any Directive adopted after the Effective Date. Recipient further agrees to comply with all applicable state and federal civil rights and anti-discrimination laws, including but not limited to the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

4. Recipient represents and warrants that its Chief Public Defender or similarly empowered staff have read and understand this Agreement, the Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, and Rules. Recipient has familiarized appropriate staff with the requirements of this Agreement, the Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, and the Rules.

5. Pursuant to Welfare and Institutions Code section 5981.5(b), the State Bar will retain control over the distribution of the Funding Amount to Recipient. It will pay the Funding Amount in one installment to be paid as soon as reasonably practicable upon execution of this Agreement. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.

6. Termination.

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a) Notwithstanding any other provision of this Agreement regarding the payment of the Funds, Recipient acknowledges that the Funding Amount for year one of this Agreement and all payments thereof shall be made from funds received by the State Bar pursuant to A.B. 102 ("State Funding"), and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. The funding and distribution of funds for years two and three of this Agreement are contingent on the enactment of future appropriation statutes. Consequently, Recipient shall not be guaranteed any specific dollar amount in funds, or any funds at all, if funds received pursuant to State Funding are insufficient or unavailable to the State Bar. This Agreement shall terminate automatically if State Funding becomes unavailable. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Funding Amount or any part thereof that results because funds are insufficient or unavailable. Under no circumstances shall the State Bar be liable for any damages, losses, costs, or liabilities, including but not limited to lost profits, consequential damages, or claims for breach of contract to Recipient or to other persons or entities for decreases in funding (e.g., due to future changes in the county allocation formula) or the unavailability of funding for any reason.

b) The State Bar may terminate for cause, without prejudice to State Bar's right to recover any Funding Amount previously paid, if Recipient fails to comply with the provisions of this Agreement. The termination shall be effective five (5) business days after the State Bar sends written notice of termination to Recipient pursuant to Section 22.

c) This Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.

7. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Funding Amount or beyond the end of the Annual Funding Period.

8. Recipient shall spend the Funding Amount for the purposes and in the manner set forth in A.B. 102 and S.B. 1338.

9. Recipient will notify the State Bar within five (5) business days after any change in any material fact affecting Recipient's eligibility to receive funds.

10. Recipient will not make any misrepresentations or misstatements of fact in any communications or report to the State Bar. In the event Recipient later discovers that any statement made to the State Bar is no longer true, Recipient will notify the State Bar within five (5) business days after discovering that the statement is no longer true.

11. Recipient will notify the State Bar within five (5) business days of Recipient's awareness of any of the following events: (1) a decision to change Recipient's name, merge or consolidate with another entity, cease operations, or cease the activities funded by the Funding Amount; (2) a decision to close or relocate any main or branch office; (3) significant management changes, including the departure of and/or hiring or appointment of the Chief Public Defender or equivalent position; (4) Recipient becomes insolvent or is in danger of becoming insolvent within three months; (5) a monetary judgment, settlement, sanction, penalty, or force majeure event that will substantially impact Recipient's delivery of legal services; (6) Recipient or any of Recipient's officials (e.g., officers and executive team members) or employees with control over finances or financial management responsibilities is investigated for or charged with

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fraud, misappropriation, embezzlement, theft, or any similar offense, or are suspended, disciplined, or delicensed by a bar or other professional licensing organization; or (7) Recipient is investigated or audited by any provider of funds to Recipient.

12. The Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipients shall take reasonable steps to monitor the compliance of any providers of Subcontracted Services with the requirements of the Program and this Agreement. Recipients shall immediately report to the State Bar any noncompliance by any providers of Subcontracted Services with the requirements of the Program and/or this Agreement. Recipient assigns to the State Bar all rights that Recipient has or shall acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 15 below.

13. Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.

14. Any notices to be given by either Party to the other must be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the Parties at the addresses stated below:

State Bar: The State Bar of California
180 Howard Street
San Francisco, California 94105-1617

Attention: Doan Nguyen, Program Director
Office of Access & Inclusion
doan.nguyen@calbar.ca.gov

Recipient: County of Monterey Public Defender's Office
168 W. Alisal St. , Second Floor
Salinas, CA 93901
okeefetp@countyofmonterey.gov

Attention: Thomas OKeefe
Assistant Public Defender

Each Party may change the notice address appearing above by giving the other Party written notice in accordance with this Section. Such changes in address for purposes of

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giving notice will be effective two (2) weeks after giving notice of the change in address.

15. This Agreement, together with the Act, S.B. 917, A.B. 102, S.B. 1338, S.B. 35, Fee Schedule Act, Rules, and Directives, contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to S.B. 101 and supersedes all prior negotiations, representations, or agreements regarding the State Bar's payment of Equal Access Fund monies to Recipient pursuant to A.B. 102, either written or oral.

16. The Recipient shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State Bar. This Agreement shall be binding upon agents and successors of both Parties.

17. No amendment, alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties.

18. This Agreement was made and entered into by the Parties in the State of California and shall be construed according to the laws of the State of California. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California, in and for the County of San Francisco.

19. Each Party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it, and agree to be bound by it.

20. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent or waiver by one Party to a breach of this Agreement by the other Party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.

21. Each provision of this Agreement shall be separately enforceable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either Party may maintain a copy of this Agreement in electronic form. The Parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

[Signatures Follow]

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By executing this Agreement below, the Parties agree to its terms and conditions. This Agreement has been executed and delivered by the duly authorized representatives of State Bar and Recipient as of the date first written above.

STATE BAR OF CALIFORNIA	**RECIPIENT**
Date: _____	Date: _____
By: _____	By: _____
Aracely Montoya-Chico Name of State Bar Executive Officer	Thomas OKeefe Print Name of Person Authorized to Sign for Recipient
Chief Financial Officer Title of State Bar Executive Officer	Assistant Public Defender Print Title of Person Authorized to Sign for Recipient

Certificate Of Completion

Envelope Id: 7507EF32-C7C8-4633-9D77-5DA86BD62A7A
Status: Sent

Subject: 2025-2028 CARE Court Funding Agreement - County of Monterey Public Defender's Office (Signature...

Source Envelope:

Document Pages: 6
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Trust Fund Program
180 Howard Street
San Francisco, CA 94105
trustfundprogram@calbar.ca.gov
IP Address: 34.197.142.38

Record Tracking

Status: Original
1/5/2026 9:52:39 AM
Holder: Trust Fund Program
trustfundprogram@calbar.ca.gov
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Pool: State Bar of California
Location: Docusign

Signer Events	Signature	Timestamp
Thomas OKeefe okeefetp@countyofmonterey.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/5/2026 9:54:13 AM ID: 0601ef5e-68da-43ec-b534-6d7f855374bd Company Name: State Bar of California		Sent: 1/5/2026 9:52:41 AM Viewed: 1/5/2026 9:54:13 AM
Aracely Montoya-Chico procurement@calbar.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
CC Recipient trustfundprogram@calbar.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2026 9:52:41 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, State Bar of California (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system any required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact State Bar of California:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise State Bar of California of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sunly.yap@calbar.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To withdraw your consent with State Bar of California

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sunly.yap@calbar.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify State Bar of California as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by State Bar of California during the course of your relationship with State Bar of California.

Introduced: 1/6/2026

Current Status: Criminal Justice - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Public Defender's Office to receive an award from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant in the amount of $716,152 with a grant period of February 1, 2026 through June 1, 2028; and
b. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to execute and manage grant documents for the Expanded Public Defense Services (Holistic Defense) Grant.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Public Defender's Office to receive an award from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant in the amount of $716,152 with a grant period of February 1, 2026-June 1, 2028; and
b. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to execute and manage grant documents for the Expanded Public Defense Services (Holistic Defense) Grant.

SUMMARY:
On October 21, 2025, the County of Monterey Board of Supervisors authorized the Public Defender's Office to submit an application for the purpose of obtaining financial assistance from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant. This application resulted in an award from the Holistic Defense Grant in the amount of $716,152 with a grant period of February 1, 2026-June 1, 2028. The Public Defender's Office requests authorization to receive the Holistic Defense Grant award of $716,152. The Holistic Defense Grant does not require matching funds.

DISCUSSION:
The 2025-2026 Budget Act (SB 102) appropriated funding to support the expansion of public defense services statewide, specifically focusing on holistic defense-a client-centered approach to public defense that integrates legal advocacy with critical support services such as social work, housing, employment, substance use treatment, and mental health resources. Holistic defense addresses clients' needs beyond their immediate criminal cases, including underlying drivers of criminal legal system involvement and its collateral consequences.

The State of California Office of the State Public Defender (OSPD) made $14,250,000 available statewide through a 26-month Expanded Public Defense Services (Holistic Defense)

Grant. On October 21, 2025, the County of Monterey Board of Supervisors authorized the Public Defender's Office to submit an application for the purpose of obtaining financial assistance from the OSPD Holistic Defense Grant. This application secured $716,152 in funding to support the hiring of social workers, augmenting limited current staffing and significantly expanding the department's capacity to provide holistic support to clients.

Utilizing this funding to expand holistic defense capabilities will allow the Public Defender's Office to more effectively assess and respond to the underlying issues that contribute to a client's involvement in the justice system, ultimately supporting alternatives to incarceration, reducing recidivism, and eliciting more sustainable, successful long-term outcomes for Public Defender clients. A portion of the funding will be allocated to data collection efforts to evaluate the impact of the grant and client outcomes, as well as to cover allowable indirect costs.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel's Office and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
As the grant award occurred after the adoption of the Fiscal Year (FY) 2025-26 Budget, the associated revenue and expenditures are not included in the Office of the Public Defender's current operational budget. The department will evaluate the need to increase revenue and appropriations for FY 2025-26-funded by grant revenue from the Holistic Defense Grant-and will return to the Budget Committee if necessary. The Holistic Defense Grant is reflected in the Office of the Public Defender's forecast submission and will be incorporated into the FY 2026-27 budget request.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Expanding holistic defense services aligns with the Board of Supervisors' Safe and Resilient Communities Strategic Goal by addressing the root causes of justice involvement, thereby reducing recidivism and promoting long-term stability. By integrating social services into legal defense, this approach supports more equitable outcomes and helps justice-involved individuals reintegrate successfully into the community.

_____ Well-Being and Quality of Life
_____ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
_____ Diverse and Thriving Economy
_____ Administrative

Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Raymond Buenaventura, Public Defender, x5806

Attachments:
Attachment A: Expanded Public Defense Services (Holistic Defense) Grant Award Letter

Introduced: 1/6/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Authorize the Public Defender's Office to receive an award from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant in the amount of $716,152 with a grant period of February 1, 2026-June 1, 2028; and
b. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to execute and manage grant documents for the Expanded Public Defense Services (Holistic Defense) Grant.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Public Defender's Office to receive an award from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant in the amount of $716,152 with a grant period of February 1, 2026-June 1, 2028; and
b. Designate and authorize the Public Defender, Chief Assistant Public Defender, Assistant Public Defender, or Designee to execute and manage grant documents for the Expanded Public Defense Services (Holistic Defense) Grant.

SUMMARY:
On October 21, 2025, the County of Monterey Board of Supervisors authorized the Public Defender's Office to submit an application for the purpose of obtaining financial assistance from the State of California Office of the State Public Defender's Expanded Public Defense Services (Holistic Defense) Grant. This application resulted in an award from the Holistic Defense Grant in the amount of $716,152 with a grant period of February 1, 2026-June 1, 2028. The Public Defender's Office requests authorization to receive the Holistic Defense Grant award of $716,152. The Holistic Defense Grant does not require matching funds.

DISCUSSION:
The 2025-2026 Budget Act (SB 102) appropriated funding to support the expansion of public defense services statewide, specifically focusing on holistic defense-a client-centered approach to public defense that integrates legal advocacy with critical support services such as social work, housing, employment, substance use treatment, and mental health resources. Holistic defense addresses clients' needs beyond their immediate criminal cases, including underlying drivers of criminal legal system involvement and its collateral consequences.

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County Counsel's Office and the Auditor-Controller's Office have reviewed and approved as to form.

FINANCING:
As the grant award occurred after the adoption of the Fiscal Year (FY) 2025-26 Budget, the associated revenue and expenditures are not included in the Office of the Public Defender's current operational budget. The department will evaluate the need to increase revenue and appropriations for FY 2025-26-funded by grant revenue from the Holistic Defense Grant-and will return to the Budget Committee if necessary. The Holistic Defense Grant is reflected in the Office of the Public Defender's forecast submission and will be incorporated into the FY 2026-27 budget request.

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Prepared by: Ashley English, Management Analyst III, x5543
Approved by: Raymond Buenaventura, Public Defender, x5806

Attachments:
Attachment A: Expanded Public Defense Services (Holistic Defense) Grant Award Letter

Office of the State Public Defender

SACRAMENTO
770L Street, Suite 1000
Sacramento, CA95814
(916) 322-2676
(916) 327-0459 (fax)

OAKLAND
1111Broadway, 10th Floor
Oakland, CA 94607
(510) 267-3300
(510) 452-8712 (fax)

January 2, 2026

Attn: Raymond Buenaventura
168 W. Alisal St., 2nd Floor
Salinas CA 93901

Dear Raymond,

Congratulations! Monterey Public Defender's Office has been awarded $716,152 for the Expanded Public Defense Services (Holistic Defense) Grant. The Office of the State Public Defender (OSPD)'s offer of these grant funds is contingent on your agreement to the following terms:

1. Grant Period and Service Term
   - The grant service term – meaning the period during which services must be made available to clients using grant funds – is March 2, 2026 – May 15, 2028.
   - The grant period is February 1, 2026 – June 1, 2028.
     - This allows for some time before and after the service term to use funds for planning and wrap up. Some examples may include data collection planning or reporting and work related to hiring. All grant funds expire on June 1, 2028.

2. Disbursement of Funds
   - The grant award will be processed for payment upon receipt of this letter signed by Grantee acknowledging acceptance of all terms herein.
   - OSPD will then fully execute the letter and return a copy to Grantee. OSPD will then begin the process to disburse the entire Grant award to Grantee. Disbursements can take several weeks to be processed after receipt of all documents.
   - Grantees may commence work when all approvals have been obtained, the grant period has commenced, and Grantee has been given written authorization to begin work by OSPD.
   - Grantee shall provide written acknowledgment to OSPD at ospd.grant@ospd.ca.gov within 10-days of receipt of funds.

3. Allowable Uses
   - Grant funds may only be used to fund activities and services explicitly specified in the approved project proposal.
   - Grantee may not use funds for any purpose prohibited by law.
   - Should the Grantee determine that a change in the proposed scope of work or proposed budget become necessary, Grantee shall submit a written request to OSPD at ospdgrant@ospd.ca.gov within 15-days of the identified need and await written approval by OSPD of any requested change before taking action.

4. Fiscal and Programmatic Reporting
   - Grantee shall submit progress and expenditure reports biannually utilizing reporting templates provided by OSPD on the schedule outlined in the table below.
     - In addition to the required reports, grantee shall comply with all reasonable requests from OSPD for additional information about program activities and/or expenditures.
   - Grantee shall maintain all supporting documentation (including, but not limited to executed contracts, invoices, receipts, and accounting records) for a minimum of three (3) fiscal years after the end of the grant period to document and account for all funding received.
     - OSPD, their designee, or any legally authorized state audit official, will be permitted access to review or audit all applicable records to verify expenditures and activities under the grant.
   - Grantee must identify and disclose any unspent grant funds in the final grant expenditure report and commit to return or repay any portion of the funds not used for the specified purposes outlined in the grant proposal within 15-days after submitting the final grant expenditure report. Payment must be remitted to: *Office of the State Public Defender, Attention: Fiscal and Business Services, 770 L Street, Suite 1000, Sacramento, CA 95814*

5. Data Collection
   - Grantee shall collect, maintain, and report data requested by OSPD at intervals established by the grantor to support evaluation of the project's implementation and impact.[1]
   - In addition to specific data collection and reporting requests from OSPD, Grantee will cooperate with any additional reasonable requests from OSPD and/or its designees to document the impact of grant funds.
   - Grantee will share with OSPD any evaluations conducted by Grantee to

[1] The Budget Bill language for this grant makes receiving funds conditional on providing "data and outcomes, including, but not limited to, expenditure of funds and a description of how the funding was used and what outcomes were achieved, to the State Public Defender in a manner determined by the State Public Defender."

document the impact of grant funds, subject to appropriate deidentification/aggregation to protect client confidentiality.

6. Termination and Recall of Grant Funds
   - OSPD reserves the right to terminate the grant award and recall all unspent grant funds for failure of Grantee to abide by any of the terms of this grant award letter, including but not limited to failure to provide the progress, expenditure, and/or data reports outlined herein.
     - In the event of such a termination, Grantee must return all unexpended grant funds to OSPD within 15-days of notice of grant termination.

Timeline	Estimated Completion Dates
Grant Term Begins	February 2, 2026
Service Term Begins	March 2, 2026
Progress Report and Expenditure Summary #1	September 2026*
Progress Report and Expenditure Summary #2	March 2027*
Progress Report and Expenditure Summary #3	September 2027*
Service Term Ends	May 2, 2028
Grant Final Report	June 15, 2028

**Dates are a good faith estimate and may be adjusted at OSPD discretion with notice to grantees.*

7. Additional Requirements

   Grantee further agrees to:
   - Attend OSPD organized Grantee meetings or trainings with reasonable advance notice.
   - Cooperate with any efforts by OSPD, or their designee, to publicize the funding award and its impacts.
   - Grant to and vest in OSPD the right to use information from the grant project for reporting, evaluation, and public communication.
   - Remain in good standing regarding any required charitable or nongovernmental organizational registration required by the Department of Justice, the California Secretary of State, and/or the IRS, as applicable.
   - Report any changes within the organization's grant administrative contacts to OSPD at ospd.grant@ospd.ca.gov within 5 business days of the change.
   - Comply with all requirements and terms of the OSPD Grant Procedures Manual, attached in conjunction with this letter.

If your organization agrees to the terms outlined in this grant award letter, please have an authorized representative sign, and return one copy of this letter via email to: ospd.grant@ospd.ca.gov.

Sincerely,



Caneel Fraser
Executive Director, Indigent Defense Improvement Division
Office of the State Public Defender



Galit Lipa
State Public Defender

I certify that the organization named above accepts the terms outlined in this letter as a condition of accepting and using grant funds under the Expanded Public Defense Grant and that I am authorized to legally bind the organization to these requirements.

Legal Applicant Printed Name

Title

Date

Signature

OSPD Printed Name

Title

Date

Signature

Introduced: 12/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 2 to the non-standard agreement with CommScope Technologies, LLC dba Comsearch, whose duties and rights have been assumed by Outdoor Wireless Networks LLC dba Comsearch to continue Federal Communications Commission (FCC) license management services, increasing the contract by $73,625 for a total amount not to exceed $108,025 with an agreement retroactive from November 1, 2025 through October 31, 2030; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals, and such documents as are necessary to implement the Amendment.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 2 to the non-standard agreement with CommScope Technologies, LLC dba Comsearch, whose duties and rights have been assumed by Outdoor Wireless Networks LLC dba Comsearch to continue Federal Communications Commission (FCC) license management services, increasing the contract by $73,625 for a total amount not to exceed $108,025 with an agreement retroactive from November 1, 2025 through October 31, 2030; and
b. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals, and such documents as are necessary to implement the Amendment.

SUMMARY:
The County of Monterey (County) is responsible for the management of eighteen (18) Federal Registration Numbers (FRN) which are unique identifiers used by the FCC to track filings, applications, transactions, and payments related to radio licenses. Within the 18 FRN's, the County has been granted authority, licenses, to operate radio stations on certain frequencies identified in 254 Call Signs within the County's operational area. The Federal Communications Commission (FCC) requires these licenses to prevent interference, manage bandwidth, ensure public safety, and regulate commercial use of the radio spectrum. Examples of devices requiring a license include many two-way radios, point-to-point microwave, commercial broadcast equipment, and some amateur radio operations.

DISCUSSION:
Comsearch has supported the County providing frequency protection services, since 2017, covering both two-way Land Mobile Radio (LMR) and Point-to-Point Microwave licenses. Their role is to monitor, report, interpret potential threats, provide recommendation, and generally provide frequencies protection services ensuring the County's systems are not

impacted by harmful interference of any other operators' additions or modifications to their systems. The cost breakdown for this amendment is $19,250 for FCC License Management and $4,375 for Microwave Protection services. Also, due to the FCC license renewals and frequency protection services, the Chief Information Officer recommends including in the agreement as-needed services up to an amount of $50,000 in the event the County requires engineering services for new projects at the County's request.

Maintaining accurate FCC two-way LMR and Microwave licenses are an essential responsibility for licensee holders. Allowing Comsearch to maintain the County's licenses is an economical approach that ensures its licenses are being monitored and protected by a dedicated team.

Comsearch will maintain and manage the FCC licensing and microwave protection systems on behalf of the county. This service will ensure uninterrupted service delivery to all 28 Monterey County public safety agencies (Law, Fire, Medical) who are members of the Next Generation Enterprise Network (NGEN) Radio System, as well as the enterprise infrastructure supporting network service delivery (Voice over IP, enterprise email, web applications, etc.) to all County employees.

In addition, Monterey Salinas Transit, several school districts, and various utilities such as Monterey One Water have their licenses managed by the County.

CommScope Technologies has been acquired by Amphenol Corporation dba Outdoor Wireless Networks LLC (Comsearch), which required multiple updates to their vendor status with the County. Due to these changes, the contracted term has lapsed. However, Comsearch continued to provide these important services while the documentation gets updated.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed the non-standard amendment. Auditor-Controller's Office reviewed the contract amendment but does not agree to the non-standard payment provisions.

FINANCING:
The funds for payment of the first year of this Agreement are included in the FY 2025-2026 Adopted Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Future year budget requirements will be included with each respective fiscal year budget submission.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement supports the protection and long-term sustainability of the County's wireless (microwave) backbone infrastructure which provides enterprise data and voice services to all Monterey County employees in addition to providing critical public safety services to 28 agencies, as part of NGEN, throughout Monterey County.

____ 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

Prepared by: Teresa Meister, Management II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Comsearch agreement
Amendment No. 1
Amendment No 2

Introduced: 12/22/2025

Current Status: General Government - Consent

Version: 1

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Prepared by: Teresa Meister, Management II, 759-6938

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Comsearch agreement
Amendment No. 1
Amendment No 2

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
CommScope Technologies LLC dba Comsearch ,
(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 FCC license management and frequency protection to assist in protecting County licensed links.

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 is not to exceed the sum of **$** 20,750 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from October 10, 2017 **to** October 9, 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.**

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

Addendum No. 1

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 herein. 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.

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 of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

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.

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 $500,000 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.)

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.

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, 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:**
Alex Zheng, Division Manager, Infrastructure	Ernie Gibson
Name and Title	Name and Title
1590 Moffett Street Salinas, CA 93905	19700 Janelia Farm Blvd. Ashburn, VA 20147
Address	Address
	703-726-5694
Phone	Phone

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.

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*----------

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

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 10/16/17

Approved as to Form[1]

By: _____
County Counsel

Date: Sept 18, 2017

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 9-20-17

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

CommScope Technologies LLC dba Comsearch
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Christopher R Hardy VP
Name and Title

Date: 9/12/17

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Frank B. Wyatt, II Secretary
Name and Title

Date: 9/13/2017

*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 required only if changes are made in sections 7 or 8

EXHIBIT-A

To Agreement by and between
County of Monterey, on behalf of its Information Technology Department, hereinafter referred to as "County"
AND
CommScope Technologies LLC dba Comsearch, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide COUNTY with Frequency Protection Services for maintaining the interface free operation of the COUNTY microwave facilities. In addition, CONTRACTOR shall provide FCC microwave license management services including monitoring and protection.

II. CONTRACTOR Obligations:

A. FREQUENCY PROTECTION: CONTRACTOR shall perform the following duties

i. Perform an annual system review to confirm the protected operating characteristics of COUNTY's microwave system. The Point-To-Point Microwave (PTP) list is included in this Scope of Services.

ii. Notify all licensees and coordination companies located within the coordination contours of COUNTY communications facilities that CONTRACTOR shall perform as frequency protection agent on behalf of COUNTY. Notification shall shift the flow of Prior Coordinative Notices (PCNs) from COUNTY to CONTRACTOR.

iii. Enter all applications or coordinations involving communications facilities into CONTRACTOR's database as well as CONTRACTOR's Coordination Tracker Database (CTD). CTD is an automated record keeping and tracking system, which automatically updates the status of each request as it is received, analyzed and answered.

iv. Analyze each coordination or application and perform a technical review to determine its potential interference impact on COUNTY communications facilities within thirty (30) days of receipt.

v. Respond directly to each applicant or coordinating company on COUNTY's behalf. CONTRACTOR will copy COUNTY on any replies sent detailing potential interference cases found.

vi. Act as technical liaison with applicant or coordinating company to resolve potential interference cases. CONTRACTOR shall copy COUNTY on any correspondence concerning resolution of potential interference cases.

vii. Monitor all Public Notices containing applications for microwave sites and paths that have been coordinated in FCC regulated Part 101 bands which were accepted by the Federal Communication Commission (FCC), to ensure that all filing have been successfully coordinated with COUNTY's protected microwave system. If an application appears on Public Notice that may cause interference, CONTRACTOR shall notify COUNTY.

viii. Provide a detailed monthly report outlining the results of the interference analysis performed on COUNTY's behalf in the previous month.

B. FEDERAL COMMUNICATIONS COMMISSION (FCC) MICROWAVE LICENSE MANAGEMENT: CONTRACTOR shall perform the following duties:

i. Provide a quarterly report to COUNTY covering all fixed microwave and land mobile call signs, including a summary report of recent license activity, a FRN list, a ninety (90) day summary of any expired or expiring call signs and completion of construction deadlines, and action items. Additionally, CONTRACTOR shall provide a full report that includes a list of buildout and call sign renewal due dates, and lists of expired, cancelled and terminated licenses.

ii. CONTRACTOR shall, at no additional cost to the COUNTY, file the following applications on behalf of COUNTY upon request:

- FCC Buildouts (aka Notice of Construction)
- FCC Call sign renewals
- Call sign deletions and cancellations (up to 20 per year)
- Administrative updates (up to 10 per year)

iii. CONTRACTOR shall provide documentation confirming CONTRACTOR-filed applications.

iv. CONTRACTOR shall, at no additional cost to the COUNTY, advise COUNTY on license issues, waivers, rule changes, and all other questions upon request.

III. Pricing/Fees:

Five years of Frequency Protection Service	$ 3,250
Five years of License Management Service (235 call signs)	$17,500
Total agreement amount not to exceed:	$20,750

- Sales tax should be itemized and listed separately where applicable.
- Travel shall not be reimbursed under this agreement.

Frequency Protection Services PTP

Copyright COMSEARCH

DATE: July 20, 2017

Customer ID: MONCOU
Carrier Code: S00625

Customer: MONTEREY, COUNTY OF
Carrier: Monterey, County of

Point-to-Point Microwave (PTP)

REF NO	CALL SIGN	BAND ID	STATUS	LOADING	SITE	ST	LATITUDE	LONGITUDE
1	WPZC604	11.0	L	1 CH DIG	855 E LAUREL	CA	36-41-34.0	121-37-36.0
	WQYU732				BLDG D	CA	36-41-30.9	121-37-27.1
2	WPZC604	11.0	L	1 CH DIG	855 E LAUREL	CA	36-41-34.0	121-37-36.0
	WPZB674				CES FACILITY	CA	36-41-52.4	121-38-06.7
3	WPZC604	18.0	L	672 CH DIG	855 E LAUREL	CA	36-41-34.0	121-37-36.0
	WPYR411				MOFFET ST	CA	36-39-33.3	121-36-42.8
4	WEF667	11.0	L	1 CH DIG	ADMIN BLDG	CA	36-40-28.1	121-39-31.3
	WQQX981				LOWER TORO	CA	36-32-15.3	121-37-35.8
5	WEF667	18.0	L	672 CH DIG	ADMIN BLDG	CA	36-40-28.1	121-39-31.3
	WPYR411				MOFFET ST	CA	36-39-33.3	121-36-42.8
6	WEF667	6.1	L	2016CH DIG	ADMIN BLDG	CA	36-40-28.1	121-39-31.3
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
7	WEF667	6.1	L	672 CH DIG	ADMIN BLDG	CA	36-40-28.1	121-39-31.3
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
8	WEF667	18.0	L	120 CH DIG	ADMIN BLDG	CA	36-40-28.1	121-39-31.3
	WNEU242				QUADRANGLE	CA	36-39-44.9	121-39-29.8
9	WQRH683	11.0	L	1 CH DIG	BEHAV HEALTH	CA	36-40-06.4	121-48-02.6
	WQRH690				LOWER TORO	CA	36-32-15.3	121-37-35.8
10	WQJK910	6.1	L	2016CH DIG	BRYANT CANYO	CA	36-27-34.1	121-17-58.5
	WQJK911				KING CITY	CA	36-13-06.9	121-07-39.6
11	WQJK910	6.1	L	2016CH DIG	BRYANT CANYO	CA	36-27-34.1	121-17-58.5
	WPYR411				MOFFET ST	CA	36-39-33.3	121-36-42.8
12	WQNP858	6.7	L	1 CH DIG	CALANDRA	CA	35-57-05.0	121-00-07.7
	WQJK911				KING CITY	CA	36-13-06.9	121-07-39.6
13	WPZB674	18.0	L	120 CH DIG	CES FACILITY	CA	36-41-52.4	121-38-06.7
	WQHL383				CREEKBRIDGE	CA	36-42-02.6	121-37-09.6
14	WPZB674	18.0	L	1 CH DIG	CES FACILITY	CA	36-41-52.4	121-38-06.7
	WQHL383				CREEKBRIDGE	CA	36-42-02.6	121-37-09.6
15	WPZB674	11.0	L	672 CH DIG	CES FACILITY	CA	36-41-52.4	121-38-06.7
	WQRH252				DMDC	CA	36-38-33.8	121-47-45.3
16	WPZB674	6.1	L	2016CH DIG	CES FACILITY	CA	36-41-52.4	121-38-06.7
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
17	WPZB674	6.1	L	672 CH DIG	CES FACILITY	CA	36-41-52.4	121-38-06.7
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
18	WQRH252	23.0	L	1 CH DIG	DMDC	CA	36-38-33.8	121-47-45.3
	WQXF258				MCW	CA	36-37-55.1	121-48-00.4
19	WNEU243	18.0	L	2016CH DIG	DSSS	CA	36-36-33.8	121-50-17.8
	WNEU239				SSWT	CA	36-36-16.2	121-49-34.3
20	WQWM897	23.0	L	1 CH DIG	LA MESA HOUS	CA	36-34-35.1	121-52-43.1
	WNEU237				MONTEREY CH	CA	36-35-23.8	121-52-48.8

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DATE: July 20, 2017

Customer ID: MONCOU
Carrier Code: S00625

Customer: MONTEREY, COUNTY OF
Carrier: Monterey, County of

Point-to-Point Microwave (PTP)

REF NO	CALL SIGN	BAND ID	STATUS	LOADING	SITE	ST	LATITUDE	LONGITUDE
21	WQQX977	11.0	L	1 CH DIG	LAGUNA SECA	CA	36-35-03.0	121-45-32.3
	WQQX981				LOWER TORO	CA	36-32-15.3	121-37-35.8
22	WQWX416	11.0	L	672 CH DIG	LAGUNA SECA	CA	36-34-59.9	121-45-34.3
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
23	WQWX416	11.0	L	672 CH DIG	LAGUNA SECA	CA	36-34-59.9	121-45-34.3
	WQWX419				PENON PEAK	CA	36-29-22.6	121-47-11.6
24	WQWX417	11.0	L	672 CH DIG	MCW	CA	36-37-55.1	121-48-00.4
	WQWX419				PENON PEAK	CA	36-29-22.6	121-47-11.6
25	WPYR411	6.1	L	2016CH DIG	MOFFET ST	CA	36-39-33.3	121-36-42.8
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
26	WPYR411	6.1	L	672 CH DIG	MOFFET ST	CA	36-39-33.3	121-36-42.8
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
27	WNEU237	6.1	L	2016CH DIG	MONTEREY CH	CA	36-35-23.8	121-52-48.8
	WEF668				MT TORO	CA	36-31-51.2	121-36-52.1
28	WNEU237	18.0	L	2016CH DIG	MONTEREY CH	CA	36-35-23.8	121-52-48.8
	WNEU239				SSWT	CA	36-36-16.2	121-49-34.3

27 TOTAL UNITS FOR S00625

Legend:

Status Codes:
(A) Applied for License
(G) Proposed Growth
(L) Licensed
(P) Proposed
(R) Replaced
(T) Temporary
(Q) Questionable

Type: (M) Master, (R) Remote

(*) denotes a path that is already counted for another owner

County of Monterey managed FRN (License Management)

County of Monterey	FRN#0004120390
	FRN#0004514915
	FRN#0004513768
	FRN#0004513818
	FRN#0004514865
	FRN#0010985125
	FRN#0004514824
	FRN#0004518023
	FRN#0001541234
	FRN#0004513792
	FRN#0004514683
	FRN#0004513735
	FRN#0004514766
	FRN#0004514212
	FRN#0010018786
	FRN#0011949401
	FRN#0004514576
	FRN#0004537288

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COMMSCOPE TECHNOLOGIES LLC dba COMSEARCH
AND
THE COUNTY OF MONTEREY, FOR FCC LICENSE MANAGEMENT SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between CommScope Technologies LLC dba Comsearch (hereinafter "CONTRACTOR") and the County of Monterey, acting through its Information Technology Department (hereinafter "COUNTY"). This Addendum #1 has the 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 #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. **Section 9.01, "Evidence of Coverage" shall be deleted in its entirety and replaced with:**
"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, and in furtherance of legal discovery as a result of a claim, shall provide a copy or copies of the policy or policies implicated.

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. The approval of insurance shall neither relieve nor decrease the liability of the Contractor."

II. **The second paragraph in Section 9.04, "Other Requirements" shall be deleted in its entirety and replaced with:**
"Each liability policy shall provide that the Contractor 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, except that each liability policy shall provide that Contractor shall be given at least ten days written notice in advance of any cancellation based upon Contractor's non-payment of premium. Upon receipt of

any endorsed reduction in coverage or limit, or cancellation or upon its decision to non-renew, Contractor shall then provide written notice to the County of such action within five (5) days. 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."

All other provisions of Paragraph 9.04, Other Requirements, shall remain unchanged.

III. Section 10.05, "Royalties and Inventions" shall be deleted in its entirety and replaced with the following:

"County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all 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.

IV. Section 12.0, "Compliance with Terms of State or Federal Grants" shall be deleted in its entirety.

V. Section 15.18, "Limitation of Liability" will be added as follows:

"To the maximum extent permitted by law, each party's aggregate liability to the other party shall be limited to $100,000. NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY ACTION FOR BREACH OF CONTRACT, BREACH OF WARRANTY, OR FOR ANY ACTION BASED ON SUCH PARTY'S TORTIOUS ACTS OR OMISSIONS. EACH PARTY ACKNOWLEDGES THAT SUCH LACK OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, LOSS OF ACTUAL OR ANTICIPATED REVENUE OR PROFITS, LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS TO BUYER, OR DAMAGE TO THE BUSINESS REPUTATION OR GOODWILL OF BUYER.

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AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT AND COMMSCOPE TECHNOLOGIES, LLC DBA COMSEARCH

THIS AMENDMENT NO. 1 is made to the STANDARD AGREEMENT by and between the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and CommScope Technologies, LLC dba Comsearch, (hereinafter "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into a non-standard AGREEMENT in the amount of $20,750 for the term October 10, 2017 to October 9, 2022 for Federal Communications Commission (FCC) license management and Frequency Protection Service renewals; and

WHEREAS, the COUNTY and CONTRACTOR wish to increase the amount by $13,650, and extend the term through October 31, 2025 to continue FCC License Management and Frequency Protection Service renewals.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **2.0, "PAYMENT PROVISIONS" shall be amended by removing** The total amount payable by County to CONTRACTOR under this agreement is not to exceed the sum of $20,750.00" **and replacing it with** The total amount payable by COUNTY to CONTRACTOR under this agreement is not to exceed the sum of $34,300.00.

2. **3.0, "TERM OF AGREEMENT"** shall be amended by removing "The term of this Agreement is from October 10, 2017 to October 9, 2022" **and replacing it with** "The term of this Agreement is from October 10, 2017 to October 31, 2025.

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.

A copy of this AMENDMENT No. 1 shall be attached to the original Agreement.

This space left blank intentionally

DocuSign Envelope ID: 4D3EFEE4-E131-4898-A067-874EE58A0D2E

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 1 on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Eric Chatham, Chief Information Officer
~~Contracts/Purchasing Officer~~

Dated: 10/25/2022 | 11:06 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Deputy Auditor/Controller

Dated: 10/25/2022 | 10:10 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Samuel Biderwell
61542069561440E...

Deputy COUNTY Counsel

Dated: 10/24/2022 | 4:01 PM PDT

CONTRACTOR

By: SVP, OWN Structures & Connectivity

Signature of Chair, President, or Vice-President

Dated: 10/24/2022

By:

Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

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.

AMENDMENT NO. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT AND COMMSCOPE TECHNOLOGIES, LLC DBA COMSEARCH WITH DUTIES ASSUMED BY OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH

THIS AMENDMENT NO. 2 is made to the non-standard AGREEMENT by and between the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and CommScope Technologies, LLC dba Comsearch ("COMMSCOPE"), whose duties and rights have been assumed by Outdoor Wireless Networks LLC dba Comsearch ("COMSEARCH" or "CONTRACTOR") with the consent of the COUNTY.

WHEREAS, the COUNTY and COMMSCOPE entered into a non-standard AGREEMENT in the amount of $20,750 for the term October 10, 2017 to October 9, 2022 for Federal Communications Commission (FCC) license management and Frequency Protection Service renewals; and

WHEREAS, the COUNTY and COMSEARCH agreed via Amendment No.1 to increase the amount by $13,650 and extend the term through October 31, 2025 to continue FCC License Management and Frequency Protection Service renewals; and

WHEREAS, COUNTY and COMSEARCH agreed that COMSEARCH would assume the duties and rights of COMMSCOPE as CONTRACTOR; and

WHEREAS, the COUNTY and COMSEARCH wish to increase the amount by $73,625 to continue renewal services, future services as-needed requested by County and extend the term through October 31, 2030 to continue FCC license management and Frequency Protection Service renewals; and

WHEREAS, the COUNTY and COMSEARCH wish to add Exhibit B, Assignment and Assumption Agreement, and Exhibit C Service Fee Schedule.

NOW THEREFORE, the COUNTY and COMSEARCH hereby agree to amend the AGREEMENT in the following manner:

1. **2.0, "PAYMENT PROVISIONS" shall be amended by removing** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $34,300" **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of $108,025."

2. **3.0, "TERM OF AGREEMENT"** shall be amended by removing "The term of this Agreement is from October 10, 2017, to October 31, 2025," **and replacing it with** "The term of this Agreement is from October 10, 2017, to October 31, 2030."

3. **4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS" s**hall be amended by adding Exhibit B, Assignment and Assumption Agreement, and Exhibit C Service Fee Schedule.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 2 shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

MONTEREY COUNTY	**OUTDOOR WIRELESS NETWORKS LLC dba COMSEARCH**
Eric A. Chatham	By:
Chief Information Officer	Signature of Chair, President, or Vice-President
Dated:	Dated:
	By:
	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*
	Dated:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

Samuel Beiderwell, 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.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT
By and between

COMMSCOPE TECHNOLOGIES LLC ("Assignor") and

OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH ("Assignee")

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of 2/01/2025 (the "Assignment Effective Date"), by and between COMMSCOPE TECHNOLOGIES LLC, ("Assignor"), and OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH ("Assignee").

RECITALS

A. COUNTY OF MONTEREY ("County"), and Assignor entered into Countywide Services Agreement effective as 10/10/2017 (the "Agreement").

B. Assignor now wishes to assign to Assignee all of its rights, title, and interest in and to, and all of its obligations under, the Agreement to Assignee, and Assignee desires to accept such assignment and to assume such obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of 2/01/2025 ("Assignment Effective Date"),
   Assignor hereby assigns to Assignee all of its rights, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of Assignment Effective Date, Assignee hereby accepts the assignment set forth in Section 1 above and expressly assumes and agrees to keep, perform and fulfill, from and after the Assignment Effective Date, all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor under the Agreement.

3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Third Party Beneficiaries. Except as expressly provided in this Section, no person other than the parties hereto shall have any right, benefit, or obligation under this Assignment as a third-party beneficiary or otherwise.

5. Miscellaneous:

(i) Heading. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Benefit. This Assignment shall be binding upon and inure to the benefit of the parties and their perspective successors, assigns and, if applicable, heirs and administrators.

(iii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iv) Governing Law. This Assignment shall be construed under the laws of the State of California.

(v) Amendments. No alteration amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(vi) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR SIGNATURE:

_____
COMMSCOPE TECHNOLOGIES LLC ("Assignor")

ASSIGNEE SIGNATURE:

_____
OUTDOOR WIRELESS NETWORKS LLC DBA COMSEARCH ("Assignee")

By:_____
Tax ID# 99-2025544

ACKNOWLEDGEMENT AND CONSENT
COUNTY OF MONTEREY, hereby consents to the foregoing assignment and assumption.

COUNTY OF MONTEREY

By: _____
Contracts & Procurement

By: _____
Auditor-Controller's Office

By: _____
Office of County Counsel

EXHIBIT C
Service Fee Schedule

Fee Schedule 2026 - 2030	
SERVICE	**UNIT PRICE**
License Management Service – 5 Years	$19,250
Frequency Protection Services for all paths – 5 Years	$4,375
FCC application preparation and Completion of Construction forms	Included in 5-year service
Expedited PCN, if requested	Included in 5-year service
Comsearch Connect Customer Portal	Included in 5-year service
Ad-hoc Services for future projects rates listed below	Not to Exceed $50,000.00
6-month PCN Renewals if required	$330 per renewal as needed by County
Interference Analysis & PCN per path (includes one or more frequencies)	$660 per analysis as needed and requested by County
Minor changes per path (includes PCN and Filing)	$330 per change as needed and requested by County

County of Monterey

Board Report

Legistar File Number: 26-016

Item No.32

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Adopt an amended Board of Supervisor's meeting schedule for calendar year 2026, with the following proposed revisions:
Add to the Board of Supervisor's meeting schedule Tuesday, March 3, 2026, and reschedule the Board of Supervisors, Elected Officials and Department Head Retreat from Friday, March 6, 2026, to Tuesday, March 3, 2026;
Reset the Legislative Workshop currently set on Friday, February 13, 2026, to Friday, March 6, 2026; and
Cancel the Board of Supervisors meeting for Friday, February13, 2026.

RECOMMENDATION:
It is recommended the Board of Supervisors:
Adopt an amended Board of Supervisor's meeting schedule for calendar year 2026, with the following proposed revisions:
Add to the Board of Supervisor's meeting schedule Tuesday, March 3, 2026, and reschedule the Board of Supervisors, Elected Officials and Department Head Retreat from Friday, March 6, 2026, to Tuesday, March 3, 2026;
Reset the Legislative Workshop currently set on Friday, February 13, 2026, to Friday, March 6, 2026; and
Cancel the Board of Supervisors meeting for Friday, February13, 2026.

Prepared by: Valerie Ralph, Clerk of the Board

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County of Monterey

Board Report

Legistar File Number: 26-017

Item No.33

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve the expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to the Community Foundation for Monterey County for the maintenance and development of the Alisal Arch in East Salinas.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to the Community Foundation for Monterey County for the maintenance and development of the Alisal Arch in East Salinas.

SUMMARY/DISCUSSION:
The proposed action authorizes the use of District 1 discretionary funds to support the maintenance and development of the Alisal Arch, a publicly accessible community landmark in East Salinas. The Alisal Arch is designed to serve as a permanent civic feature that enhances the public environment, celebrates the history and culture of the Alisal community, and fosters neighborhood pride and cohesion.

This project provides tangible public benefits by:

- Enhancing the physical environment of a historically under served area.
- Promoting cultural recognition and civic identity.
- Supporting local economic activity through improved visibility, tourism, and neighborhood branding.
- Encouraging community engagement and public access to shared spaces.

The project is structured as a partnership with the City of Salinas and private organizations and donors. The Community Foundation for Monterey County will serve as fiscal administrator, ensuring that County funds are used exclusively for project-related costs that advance public purposes. All expenditures will be documented and aligned with approved project goals.

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:
Funds will be allocated from the First District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action advances County Strategic Plan objectives by promoting community well-being, cultural preservation, place-making, and equitable investment in public infrastructure.

_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Luis Alejo, District 1

Attachments:
1: Invoice
2: Draft Agreement

County of Monterey

Board Report

Legistar File Number: 26-017

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to the Community Foundation for Monterey County for the maintenance and development of the Alisal Arch in East Salinas.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to the Community Foundation for Monterey County for the maintenance and development of the Alisal Arch in East Salinas.

SUMMARY/DISCUSSION:
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- Promoting cultural recognition and civic identity.
- Supporting local economic activity through improved visibility, tourism, and neighborhood branding.
- Encouraging community engagement and public access to shared spaces.

The project is structured as a partnership with the City of Salinas and private organizations and donors. The Community Foundation for Monterey County will serve as fiscal administrator, ensuring that County funds are used exclusively for project-related costs that advance public purposes. All expenditures will be documented and aligned with approved project goals.

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:
Funds will be allocated from the First District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action advances County Strategic Plan objectives by promoting community well-being, cultural preservation, place-making, and equitable investment in public infrastructure.
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Luis Alejo, District 1

Attachments:
1: Invoice
2: Draft Agreement

Here for Good
Community Foundation
for Monterey County

INVOICE

2354 Garden Road
Monterey, CA 93940
831.375.9712

Invoice # 20251219
Date: December 19, 2025
Due: January 31, 2026

To: County of Monterey
Attn: Luis Alejo, County Supervisor
168 West Alisal St., 1st Floor
Salinas, CA 93901

Item	Description	Total
1	Support for Alisal Arch Project	$100,000.00

Total Due	**$100,000.00**

Please make checks payable to Community Foundation for Monterey County
If you have any questions concerning this invoice, contact Kim Drabner, 831.375.9712 or e-mail kimd@cfmco.org

COMMUNITY FOUNDATION FOR MONTEREY COUNTY

DONATION AND ACCEPTANCE FORM

FOR THE ESTABLISHMENT OF THE

Alisal Arch Capital Campaign

This instrument is executed this ___ day of _____, 2025, by the County of Monterey (hereinafter referred to as "Agency") to assist the Agency in its efforts to successfully complete a capital campaign. In so doing the Community Foundation for Monterey County (hereinafter, the "Foundation") agrees to accept and hold charitable contributions and grant awards in support of this project, and release funds in accordance with the provisions set forth below. Additionally, Agency may communicate the presence of the fund during donor solicitations. Agency understands that the Foundation is bearing no legal and administrative responsibility for the proper implementation of this project – as described in grant applications and to prospective donors – and will make every effort to maintain clear communication with the Foundation and fulfill all aspects of the project as described.

1. Name and purpose of the Fund. The name of the Fund shall be the **Alisal Arch Capital Campaign.** The beneficiary of the Fund is the **Alisal Arch Capital Campaign.**

2. Contributions. It is understood that multiple contributions may be made to the Fund. The Agency shall be notified of all contributors to the Fund, and such information shall be included in the Foundation's annual report, unless a contributor shall specifically request anonymity. Foundation will be responsible for acknowledging gifts to the funds, in accordance with IRS guidelines. Agency may thank donors to the fund, but not provide acknowledgements in the form of a tax receipt.

   Agency agrees to write all text associated with grant applications for the Fund, and quickly comply with all requests for information from the Foundation pertaining to

both submission of grants and grant reporting and administration. Agency understands that the Foundation will not participate in any direct solicitation (by mail or in person) with individuals or corporations for the completion of the capital campaign.

3. Acceptance of Property. The Foundation hereby accepts the property transferred and affirms that it will hold such and any additional property transferred to the Fund on the terms and subject to the conditions set forth by this agreement. The guidelines and procedures for such Funds are described in the Foundation's governing instruments, including its Articles of Incorporation and By-laws currently in effect and as may be amended from time to time.

4. Fund Management. Control of the investment or reinvestment of all property and the asset management of the Fund will be exercised exclusively by the Foundation. The assets of the Fund will be held in cash.

5. Allocation for Foundation Support Services. The Foundation's fee for administering this Fund shall be .5% (50 basis points) of the total amount of gifts that come into the fund. The administrative fee will normally be taken from the assets held in the Fund unless the Agency wishes to make additional donations to cover this amount. Extraordinary expenses directly attributable to the Fund, such as legal, accounting, appraisal fees, commissions, etc., shall be paid by the Fund.

6. Distributions from the Fund. The Foundation will make distributions from the Fund upon the Agency's request. Agency and Foundation will establish a method by which the Agency requests funds. All such requests will be accompanied by documentation required in the agreed upon method. Agency must provide the Foundation with evidence of a board vote approving the method of requesting the funds (i.e. who within the agency is authorized, level of documentation on the expenses the request is covering, whether each request requires Agency board approval, etc.). Distributions from the Fund are for the sole purposes described in

grant applications or donor solicitations. Agency is responsible for providing Foundation with a complete accounting of the use of the funds should the Foundation request it.

7. Termination of the Fund. The fund will be terminated when all assets are distributed. In the event the Agency ceases operations as a qualified 501(c)(3) organization as designated by the IRS, the board of directors of the Foundation, in consultation with the board of directors of the Agency, will work to find an alternate recipient who can direct funds toward the completion of the project. Should the project be abandoned, the Foundation, at its own discretion, will communicate with the Agency, grantors and donors to determine allocation of the Fund's remaining assets. Foundation will be held harmless in any dispute between the Agency and any other party, including donors and grantors to the fund.

8. Fund Not a Separate Trust. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered such that the Federal income tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected under this arrangement.

   This agreement will be interpreted in a manner consistent with the Federal income tax provisions and regulations that govern the operations of the Foundation. This agreement may be amended from time to time by the Foundation's board to conform to such provisions and regulations.

9. No Amendment. The Agency understands and declares that this agreement is absolute and irrevocable and that, after the execution of this instrument, the Agency has no right, title, interest, or incidents of ownership in the property transferred to this Fund, excepting those previously stated. The Agency shall have no right to alter, amend, or terminate this instrument.

IN WITNESS WHEREOF this instrument has been executed by the **Alisal Arch Capital Campaign** and on behalf of the Community Foundation for Monterey County on the day and year first written above.

Executed for the Agency:

Luis Alejo	Date
District 1 Supervisor	
County of Monterey	

Executed for the Foundation:

Daniel R. Baldwin	Date
President/CEO	

EXHIBIT "A"

Initial Contributions to the
Alisal Arch Capital Campaign
A Non-Endowed Component Fund of
The Community Foundation for Monterey County

The following constitutes an official record of the initial contributions made to the Community Foundation for Monterey County for the establishment of the **Alisal Arch Capital Campaign Fund**.

Date	Description of Contribution	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

County of Monterey

Board Report

Legistar File Number: RES 26-009

Item No.34

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/12/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Office of the County Counsel's Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Office of the County Counsel's Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

SUMMARY/DISCUSSION:
The Office of the County Counsel requests approval by the Board of Supervisors to transfer $15,000 from the Enterprise Risk Unit 8429 to Civil Grand Jury Unit 8405. California is unique among most other states in that counties have an independent body called a Civil Grand Jury. Every year, in each of California's 58 counties, a group of qualified ordinary citizens volunteer and take an oath to serve as grand jurors. The Civil Grand Jury investigates and provides reports on local government in Monterey County. The panel consists of 19 citizens of diverse age groups, ethnic and educational backgrounds that reside in Monterey County. The Civil Grand Jury is reimbursed for their per diem and mileage by submitting monthly reimbursement forms approved by the Judge of the Superior Court. The monthly reimbursements vary from $3,000 to $5,000, not including operational costs. Given increased costs the Civil Grand Jury unit needs the $15,000 fund transfer to help cover the budget for FY2025-26.
The Office of the County Counsel also requests approval by the Board of Supervisors to transfer $10,000 from the Enterprise Risk Unit 8429 to the Legal Division Unit 8057. The County Counsel's Legal Division serves all departments within the County on a broad variety of legal issues, including but not limited to general advice, ordinances, contracts, legal opinions, employee discipline/termination matters along with litigation. The Enterprise Risk Unit has extra funds, and the transfer to the legal division unit of the $10,000 fund transfer will help cover the budget from increased wages for FY2025-26.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
There is no other agency involvement.

FINANCING:
There is no impact to the General Fund contribution.
BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the key objectives of administration with efficient and effective fiscal management of County funds.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
_X___ Administrative

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Erica Leal, Finance Manager

Approved by: Susan K. Blitch, County Counsel

Attachments: Attachment A - Resolution

County of Monterey

Board Report

Legistar File Number: RES 26-009

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/12/2026
Version: 1

Current Status: Draft
Matter Type: BoS Resolution

Adopt a resolution to authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Office of the County Counsel's Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Adopt a resolution to authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Office of the County Counsel's Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

SUMMARY/DISCUSSION:
The Office of the County Counsel requests approval by the Board of Supervisors to transfer $15,000 from the Enterprise Risk Unit 8429 to Civil Grand Jury Unit 8405. California is unique among most other states in that counties have an independent body called a Civil Grand Jury. Every year, in each of California's 58 counties, a group of qualified ordinary citizens volunteer and take an oath to serve as grand jurors. The Civil Grand Jury investigates and provides reports on local government in Monterey County. The panel consists of 19 citizens of diverse age groups, ethnic and educational backgrounds that reside in Monterey County. The Civil Grand Jury is reimbursed for their per diem and mileage by submitting monthly reimbursement forms approved by the Judge of the Superior Court. The monthly reimbursements vary from $3,000 to $5,000, not including operational costs. Given increased costs the Civil Grand Jury unit needs the $15,000 fund transfer to help cover the budget for FY2025-26.
The Office of the County Counsel also requests approval by the Board of Supervisors to transfer $10,000 from the Enterprise Risk Unit 8429 to the Legal Division Unit 8057. The County Counsel's Legal Division serves all departments within the County on a broad variety of legal issues, including but not limited to general advice, ordinances, contracts, legal opinions, employee discipline/termination matters along with litigation. The Enterprise Risk Unit has extra funds, and the transfer to the legal division unit of the $10,000 fund transfer will help cover the budget from increased wages for FY2025-26.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

There is no other agency involvement.

FINANCING:

There is no impact to the General Fund contribution.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This recommendation supports the key objectives of administration with efficient and effective fiscal management of County funds.

Mark a check to the related Board of Supervisors Strategic Plan Goals [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]:

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice
_X___ Administrative

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Erica Leal, Finance Manager

Approved by: Susan K. Blitch, County Counsel

Attachments: Attachment A - Resolution

Before the Board of Supervisors in and for the County of Monterey, State of California

Resolution No. ____	)
Approving and adopting a resolution to	)
authorize and direct the Auditor-Controller to	)
transfer $15,000 in FY2025-26 from the	)
Enterprise Risk Unit (001-1210-8429-	)
COU006) to the Civil Grand Jury Unit (001-	)
1210-8405-COU005); and transfer of $10,000	)
from the Enterprise Risk Unit (001-1210-	)
8429-COU006) to the Legal Division Unit	)
(001-1210-8057-COU001).	)

WHEREAS, California is unique among most other states in that we have an independent body called a Civil Grand Jury. Every year, in each of California's 58 counties, a group of qualified ordinary citizens volunteer and take an oath to serve as grand jurors.

WHEREAS, the Civil Grand Jury investigates and provides reports on local government in Monterey County. The panel consists of 19 citizens of diverse age groups, ethnic and educational backgrounds that reside in Monterey County. The Civil Grand Jury is reimbursed for their per diem and mileage by submitting monthly reimbursement forms approved by the Judge of the Superior Court. The monthly reimbursements vary from $3,000 to $5,000, not including operational costs.

WHEREAS, the Office of the County Counsel requires a transfer of $15,000 from the Enterprise Risk Unit 8429 to Civil Grand Jury Unit 8405 to help cover Civil Grand Jury costs for FY2025-26.

WHEREAS, the County Counsel's Legal Division serves all departments within the County on a broad variety of legal issues, including but not limited to general advice, ordinances, contracts, legal opinions, employee discipline/termination matters along with litigation.

WHEREAS, the Office of the County Counsel also requires a transfer of $10,000 from the Enterprise Risk Unit 8429 to the Legal Division Unit 8057 to help cover the budget from increased wages for FY2025-26.

NOW, THEREFORE, **BE IT RESOLVED** by the Board of Supervisors in and for the County of Monterey as follow:

To authorize and direct the Auditor-Controller to transfer $15,000 in FY2025-26 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Civil Grand Jury Unit (001-1210-8405-COU005); and transfer of $10,000 from the Enterprise Risk Unit (001-1210-8429-COU006) to the Legal Division Unit (001-1210-8057-COU001).

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

County of Monterey

Board Report

Legistar File Number: 26-036

Item No.35

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/12/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Standard Agreement between Shared Use Mobility Center and the County of Monterey to implement the Monterey County Zero Emissions Shared Mobility Study with a term retroactive to April 22, 2025 through February 28, 2027, for and amount not to exceed $67,684.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Standard Agreement between Shared Use Mobility Center and the County of Monterey to implement the Monterey County Zero Emissions Shared Mobility Study with a term retroactive to April 22, 2025 through February 28, 2027, for and amount not to exceed $67,684.

SUMMARY:
Staff recommend that the Board of Supervisors authorize the execution of an agreement with the Shared-Use Mobility Center (SUMC) retroactive to April 22, 2025. One of the sub-applicants to the grant award with Caltrans, CivicWell, withdrew from the project due to major organizational challenges. To continue with this project, this agreement will allow SUMC to take over CivicWell's scope of work. This agreement is retroactive to April 22, 2025 to compensate SUMC for work performed instead of CivicWell in order to meet grant timelines.

DISCUSSION:
The County of Monterey of Monterey was awarded a $248,596 award under the Caltrans Sustainable Planning Grant Program for the Monterey County Zero Emissions Shared Mobility Study. The Board of Supervisors accepted this award on October 18, 2022. CivicWell was a sub-applicant on this grant application but was forced to withdraw from this project due to major reorganizational constraints. CivicWell assisted the County in transitioning their scope of work to SUMC to provide project continuity. This arrangement was acceptable to the County project team and to Caltrans. Normally, staff would have discretion to sign an agreement under a dollar threshold of $200,000; however, this instance is more complicated due to the circumstances outlined above. Therefore, staff are seeking authorization for this retroactive agreement to ensure that SUMC is recognized and compensated for their work under this project from their intended start date of April 22,2025.

The goal of the Monterey County Zero Emissions Shared Mobility Study is to evaluate the potential of innovative zero emissions shared mobility solutions to address unmet transportation needs throughout the county and advance clean mobility alternatives to low-occupancy vehicle travel. The project team will first work with regional stakeholders to survey residents and employers representing the region's demographic diversity, which includes low-income populations, farmworkers, and employees of small and large businesses, in order to identify their transportation needs and challenges. The project team will also survey employers and local governments to identify what challenges they face relating to employee commuting as well as congestion and traffic patterns. A series of interactive community forums will be deployed to facilitate conversations about mobility challenges and directly engage community members in identification of potential solutions. The study will then evaluate what shared mobility solutions could be deployed to create sustainable, safe, convenient, affordable, and equitable transportation alternatives throughout the county with a focus on farmworkers and hospitality employees.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has approved as to form.

FINANCING:
This item has no budgetary impact, as funds have previously been allocated to implement this grant. SUMC has completed an estimated $40,000 of work under this agreement.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This project is intended to provide recommendations for expanding transportation access and options for zero-emissions transportation options. This is an environmentally sustainable outcome that will also increase public safety, quality of life, and economic possibilities of residents by recommending infrastructure improvements and improving access to affordable transportation options.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

__X__ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
__X__ Diverse and Thriving Economy

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Cora Panturad, Sustainability Program Manager (Working Out of Class) x5338
Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

Attachments: SUMC Standard Agreement with Exhibit A

Introduced: 1/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
__X__ Diverse and Thriving Economy

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Cora Panturad, Sustainability Program Manager (Working Out of Class) x5338
Approved by: Deborah Paolinelli, Assistant County Administrative Officer x5309

Attachments: SUMC Standard Agreement with Exhibit A

Docusign Envelope ID: A477BC4B-E5EA-476F-9218-24EAACED6A9A

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:

Shared-Use Mobility Center,

(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: Services related to the Zero Emissions Shared Mobility Feasibility Study. Details provided in the scope.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$ 67,684**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 22. 2025 **to** February 28, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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 coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

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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:**
Cora Panturad, Sustainability Program Manager	Brian Holland, Chief Operating Officer
Name and Title	Name and Title
168 W. Alisal St, 3rd Fl, Salinas, CA, 93901	360 E 2nd St., Suite #800 360 E 2nd St., Suite #800, Los Angeles, CA 90012
Address	Address
831-755-5338	312.448.8083
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

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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.

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.

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16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
County Counsel
Susan K. Blitch, Acting County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Shared-Use Mobility Center
Contractor/Business Name *

By: Signed by: DEB88A21F90B491... _____
(Signature of Chair, President, or Vice-President)

Benjamin de la Peña, Chief Executive Officer
Name and Title

Date: 9/24/2025 | 8:46 AM PDT

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Brian Holland, Chief Operating Officer
Name and Title

Date: 10 / 23 / 2025

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Docusign Envelope ID: A477BC4B-E5EA-476F-9218-24EAACED6A9A

EXHIBIT - A

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
AND
Shared-Use Mobility Center, 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:

Summary of Project Tasks

Task 01: Project Administration

Kick-Off Meeting with Caltrans: The County will schedule a project kick-off meeting with Caltrans, SUMC, AMBAG, and Mobycon to review the scope of work for the grant, grant reporting, invoicing, and other elements of the grant requirements.

Quarterly Progress Reports: SUMC will help prepare draft quarterly reports. The County will submit quarterly project reports and fiscal reports to Caltrans District staff to provide a summary and percent completion of project progress and grant/local match expenditures.

Invoicing: SUMC will help prepare invoice packages. The County will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

Task Deliverables
• Notes from the kick-off meeting with Caltrans • Quarterly Progress Reports • Quarterly invoice packages

Task 1: Stakeholder Outreach, Education and Publicity

The County, with support from SUMC and AMBAG, will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials. Activities to be completed are described below.

Assemble Contact Management Database

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SUMC, with support from the County and AMBAG, will assemble and maintain a public, nonprofit and private stakeholder contact list that includes leaders, officials and staff from Monterey County, AMBAG, TAMC, MST, Monterey Bay Air Resources District, Caltrans, Central Coast Community Energy, affordable housing sector, and other relevant state agencies, school district, businesses and business organizations, community organizations and public advocacy groups. Special efforts will be made to identify agencies, organizations and associations that work with disadvantaged communities

Convene Outreach Advisory Group

SUMC will support the County to establish a community and stakeholder outreach advisory group of approximately 12 individuals for project guidance and meet at least 4 times during the course of the project. In the event that social distancing restrictions are still in place, the meetings will be held through an online video meeting platform. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list described above. Caltrans District staff will be invited and encouraged to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of Monterey County communities. It will help determine strategies for framing and communication and for engaging all population segments and maximizing participation at public events, as well as opportunities for coordination and synergy with other local and countywide initiatives and planning activities impacting communities. Meetings will also provide a venue for discussion of shared mobility concepts and strategies for implementation.

Prepare Community Outreach Plan

SUMC, with input from the advisory group, will prepare a public outreach plan to inform communities about the project, activities and events, how to get involved and where to go for more information. The plan will include a comprehensive list of stakeholders to engage, schedule with timing for workshops and release, distribution and placement of publicity and informational items, and a list of potential co-hosts and co-promoters to assist with outreach and development of activities to maximize participation in activities and events.

Develop and Disseminate Outreach and Education Materials

Materials will be produced in English and Spanish to inform all segments of the communities about the planning process and how they can participate. Steps include:

- **Produce Materials.** SUMC will produce flyers in English and Spanish publicizing events and activities for community-wide distribution. SUMC will also prepare a "shared mobility 101" informational factsheet and compile relevant examples and case studies of shared mobility initiatives, collaborations, services, and best practices to include in brief factsheets and presentations.

- **Distribute Materials.** SUMC will work with the advisory group and the County to share materials digitally, through email, newsletters, and social media sources. However, there are also opportunities to engage with stakeholders through print materials and word of mouth at places where residents go for other purposes such as coffee shops, recreational centers, faith-based organizations, and other gathering places. Community-based organizations will be solicited for promotion and direction

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on how to best reach and communicate with their members. The project will also seek opportunities to engage with residents through either their property managers (low-income housing populations) or through their employers (farmworker and hospitality employees).

- **Media.** The County regularly hosts press briefings for traditional media outlets and provides translation services to reach traditional local radio and newspaper outlets. All events will be shared at media briefings and through press releases. General information about the project will be shared through media briefings as well. The County also uses social media to inform residents about engagement in projects and will do so here as well in both English and Spanish.
- **Project Website:** The County will host a project website through their sustainability webpage and will also use the Go831 platform hosted by TAMC to share information about this project and any stakeholder events. SUMC will provide advice on the project website, content, and online tools.

Task Deliverables
• List of stakeholders • List of Advisory Group members • Up to 4 Advisory Group meetings • Agendas and notes from Advisory Group meetings • Copies of outreach materials

Task 2: Existing Conditions

Resident and Employee Surveys

SUMC will translate the survey into Spanish and will coordinate with the County to host the survey online and to administer surveys in person. SUMC will report and summarize survey results.

Task Deliverables
• Survey(s), distribution, summary of findings

Task 3: Community Engagement and Recommendations

The project will conduct meaningful, broad-based and representative community engagement to understand local perspectives on transportation needs and preferences for mobility solutions.

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To support this goal, SUMC will work closely with the County and AMBAG to conduct an iterative series of listening sessions and forums to engage residents and stakeholders in low-income and minority areas identified in the region's 2045 Metropolitan Transportation Plan/Sustainable Communities Strategy. Activities will be conducted in English, Spanish, and other languages as needed, and focus on conversations and answers to questions such as

- How are existing transportation systems (s) in the community structured, and what options are currently available? Who has access to the current options?
- What is the transportation planning process like in your community? Who is/are the lead entities and who has been traditionally involved or excluded from transportation planning?
- What populations in the community have been traditionally underrepresented?
- What are community perspectives on transportation needs, preferences, and input on potential mobility solutions?

Stakeholder Focus Groups

SUMC, in close coordination with the County, AMBAG, and Mobycon, and with input from the advisory group, will convene approximately 5 small group listening sessions to learn about mobility needs across sectors and representative population segments.

Potential groups would include, but not be limited to:

- Housing Authorities and Affordable Housing Providers
- Affordable housing and farmworker community residents
- Spanish-speaking and other non-English speaking populations
- Large employers
- Monterey County Jurisdictions
- Young adults and college students
- K-12 School district representatives
- Community college, vocational learning and university representatives
- Transportation agencies as well as public transit and dial-a-ride service providers
- Organizations that work with and represent seniors
- Organizations that work with and represent people with disabilities
- Environmental justice and social equity advocacy groups

Mobility Needs and Opportunities

SUMC, in coordination with the County, AMBAG, advisory group and Mobycon, will develop the detailed agendas for forums to engage community members in activities and conversations to learn about their transportation needs and shared mobility types and models that best suits their communities. The County and, SUMC, with help from the advisory group and local co-hosts, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities. 2 rounds of forums are planned to be held in 2 communities for a total of 4 events. The conceptual scope of events includes:

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• ***First Round - Possibilities and Needs.*** SUMC and the Mobycon will present tools and strategies for active transportation, first and last mile to transit, and clean (low and zero emission vehicle) shared mobility options, facilitate walking assessments of key corridors, facilities and site opportunities, and facilitate small group map activities or stations where participants will identify issues and mark up opportunity sites. Transit and select shared mobility service providers will be invited to bring vehicles and equipment for display and education.

• ***Second Round - Recommendations and Prioritization.*** SUMC will review the community input to date, and Mobycon will present the results of the needs assessment and recommendations for shared mobility projects. Breakouts and weighing activities will be used to gauge preferences for prioritizing recommendations and preferences for local mobility solutions.

On-line Survey of Proposed Recommendations and Prioritization

Recognizing that not all community members will be able to attend the workshops and to ensure broader public feedback and input, the proposed concepts will be posted online with a survey in English and Spanish, allowing people to weigh in over the course of a few weeks with their preferences, concerns, comments, and suggestions. The survey will be available in paper format for those who do not have internet access or prefer to complete it by hand. Mobycon will work as the technical lead in developing the content of the survey, designed as a variation of the offline engagement efforts. SUMC will translate the survey into Spanish. SUMC will coordinate with the County to host the survey online and administer surveys in person. SUMC will report and summarize survey results.

Task Deliverables
• Focus group participant lists, agendas and meeting notes • Participant lists, forum agendas, presentations, summaries of activities, input, feedback and outcomes • Survey results on proposed recommendations

Task 4: Draft Report

The final deliverable will be a report with recommendations and concepts for establishing, improving or expanding shared mobility transportation connectivity and access for low income and minority communities in Monterey County.

Administrative Draft

Mobycon will prepare Administrative Draft Study, incorporating the materials from previous tasks into a complete draft. The County and SUMC will circulate the administrative draft report for review by the County, AMBAG, Caltrans, and members of the advisory group for input and feedback.

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Public Review Draft

Mobycon will prepare the Public Review Draft Study after incorporating revisions from the Administrative Draft Study. Following administrative review and revisions, the draft will be released for review and comments by the public. The document will be made available for download from the project website. The County and SUMC will consult with the advisory group to identify additional avenues for distribution (such as providing copies for review at easily accessible public locations), access, and submission of comments. SUMC will be responsible for receiving, compiling, and documenting comments received on the Public Draft Study.

Task Deliverables
• Administrative Draft Study summary of comments • Public Review Draft Study summary of comments

Task 5: Final Draft Study for Board Acceptances/ Approvals

Mobycon will complete revisions based on the comments received and present the final draft report with SUMC to the County Board of Supervisors and AMBAG Board of Directors for approval. Mobycon will make final adjustments, corrections, and refinements and submit the final document to the County. The County will submit an ADA accessible electronic copy of the final document to Caltrans.

Task Deliverables
• Board agendas, staff reports, and presentations • Meeting minutes with City Council approval

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $67,684 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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Task		SUMC
01	Project Administration	$2,128
02	Consultant Procurement and Contracting	$600
1	Stakeholder Outreach, Education and Publicity	$21,452
2	Existing Conditions	$4,180
3	Community Engagement and Recommendations	$33,384
4	Draft Report	$3,756
5	Final Draft Study for Board Acceptances/Approvals	$2,184
	Totals	$67,684

Expenses. CONTRACTOR shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this agreement. Reimbursable expenses under this Agreement include costs allowable under the Caltrans Restricted Grant Agreement between Caltrans and the County that is the source of funding for this agreement, related to travel, reproduction, meeting, workshop supplies, snacks, and refreshments. Reimbursable expenses for travel are subject to Caltrans per diem rate requirements.

Invoices. CONTRACTOR shall submit invoices monthly for all services rendered. Upon receipt of CONTRACTOR's invoice, the County shall notify CONTRACTOR if it has any exceptions or objections to CONTRACTOR's invoice.

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.

County of Monterey

Board Report

Legistar File Number: 26-057

Item No.36

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

January 27, 2026

Introduced: 1/16/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve and authorize advanced step placement for Deja Sero at Step 4 of the County Budget Director salary range, effective February 2, 2026, in accordance with Personnel Policies and Practices Resolution (PPPR) No. 98-394, Section A.1.11.1.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve and authorize the advanced step placement for Deja Sero at Step 4 of the County Budget Director salary range, effective February 2, 2026, in accordance with PPPR No. 98-394, Section A.1.11.1.

SUMMARY/DISCUSSION:
The Human Resources Department conducted an open competitive executive recruitment for the County Budget Director position and identified Deja Sero as the top candidate. Ms. Sero has indicated she will accept an offer of employment contingent upon approval of appointment at Step 4 of the salary range. Pursuant to PPPR No. 98-394, Board of Supervisors approval is required to authorize placement to Step 4 for a classification in Unit Y.

Ms. Sero brings over 14 years of progressively responsible experience in higher education and public-sector financial administration, including service as Director of Planning and Budget at the University of Houston-Clear Lake and, most recently, as a Business Operations Consultant. She holds a Bachelor of Science and a Master of Public Administration from Kaplan University. Her extensive experience and education position her well to develop financial strategies that improve organizational efficiency while advancing the County of Monterey's goals and values.

In determining the appropriate step for appointment, prior compensation levels and the effect of differences in compensation and benefits for this position were considered. Salary recommendations have been made in accordance with the County's PPPR section A.1.11.1. This section provides for appointment at a higher salary step for reasons including credit for experience, difficulty of recruitment, and employment negotiation.

Board approval is requested to place Deja Sero at Step 4 of the County's current salary schedule for the classification of County Budget Director, effective February 2, 2026.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:

There is no financial impact to the General Fund as a result of this action. Funding for the County Budget Director position is included in the Fiscal Year 2025-26 County Administrative Office Adopted Budget.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Sonia M. De La Rosa, County Administrative Officer

Introduced: 1/16/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

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Board approval is requested to place Deja Sero at Step 4 of the County’s current salary schedule for the classification of County Budget Director, effective February 2, 2026.

OTHER AGENCY INVOLVEMENT:
The Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:
There is no financial impact to the General Fund as a result of this action. Funding for the County Budget

Director position is included in the Fiscal Year 2025-26 County Administrative Office Adopted Budget.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Sonia M. De La Rosa, County Administrative Officer

Introduced: 12/26/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Emergency Communications Department to sign a non-standard revenue generating agreement with American Medical Response West, for the term of February 1, 2026 through January 31, 2032, allowing the County to provide building space and equipment for American Medical Response's use to perform ambulance dispatch; and
b. Authorize the Director of the Emergency Communications Department to sign up to three (3) amendments to this Agreement where the amendments do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of the Emergency Communications Department to sign a non-standard revenue generating agreement with American Medical Response West, for the term of February 1, 2026 through January 31, 2032, allowing the County to provide building space and equipment for American Medical Response's use to perform ambulance dispatch; and
b. Authorize the Director of the Emergency Communications Department to sign up to three (3) amendments to this Agreement where the amendments do not significantly change the scope of work.

SUMMARY/DISCUSSION:
The Emergency Communications Department is the consolidated Public Safety Answering Point for 9-1-1 emergency and non-emergency calls as well as a radio dispatch facility serving 28 law enforcement, fire protection, and emergency medical response agencies throughout Monterey County.

The County, through the Health Department's Emergency Medical Services Bureau, has contracted with American Medical Response West (AMR) to provide ambulance services throughout Monterey County. This agreement includes the responsibility of AMR to provide dispatch services to their ambulances. AMR is also currently the County's ambulance provider.

While AMR will continue to provide ambulance dispatch services, the Emergency Communications Department (ECD) will answer 9-1-1 calls, document the call in the County's CAD system, identify calls requiring ambulance response, and transfer those calls to AMR, which retains responsibility for medical interrogation, prioritization, and ambulance dispatch.

AMR has historically utilized space and equipment within the ECD facilities to perform its

ambulance dispatch functions and AMR and ECD have mutually agreed to continue with the status quo. The existing framework will continue with some updates through a new space use agreement with a term in-line with the ambulance services agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved this Agreement as to form. The Risk Manager has reviewed this agreement and provided input. The Auditor-Controller and Contracts/Purchasing have reviewed and approved this agreement. The EMS Bureau has reviewed this agreement as it relates to the County's Ambulance Services Agreement.

FINANCING:
The Emergency Communications Department will initially collect a fixed rate of $22,800 per month with annual 3% increase. All collected revenue will be an offset to net-billable expenses to the ECD's other user agencies.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action meets the Board's Public Safety Strategic Initiatives and demonstrates the County's commitment to meeting the Board's strategic initiative of Public Safety that supports the mission of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_x_Public Safety

Prepared by: John Vaught, Finance Manager II, x8883

Approved by: Lee Ann Magoski, Director of Emergency Communications, x8880

Attachments:
Agreement
Board Report

Introduced: 12/26/2025
Version: 1

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Matter Type: BoS Agreement

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AMR has historically utilized space and equipment within the ECD facilities to perform its ambulance dispatch functions and AMR and ECD have mutually agreed to continue with the status quo. The existing framework will continue with some updates through a new space use agreement with a term

in-line with the ambulance services agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has approved this Agreement as to form. The Risk Manager has reviewed this agreement and provided input. The Auditor-Controller and Contracts/Purchasing have reviewed and approved this agreement. The EMS Bureau has reviewed this agreement as it relates to the County's Ambulance Services Agreement.

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
This action meets the Board's Public Safety Strategic Initiatives and demonstrates the County's commitment to meeting the Board's strategic initiative of Public Safety that supports the mission of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
__Health & Human Services
__Infrastructure
_x_Public Safety

Prepared by: John Vaught, Finance Manager II, x8883

Approved by: Lee Ann Magoski, Director of Emergency Communications, x8880

Attachments:
Agreement
Board Report

Docusign Envelope ID: 03694E7C-04AD-47D3-A8E4-702D9FA8A6E6

Agreement for Shared Dispatch Space, Equipment, Associated Costs and Services between

County of Monterey
and
American Medical Response West

This Agreement is made and entered into this 1st day of February 2026 by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "County," and American Medical Response West, a California Corporation, hereinafter referred to as "AMR."

RECITALS

1. **WHEREAS,** on July 8, 2025; the Monterey County Board of Supervisors approved the Agreement to Provide Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the County of Monterey ("The Services") between the County and AMR with an effective date of February 1, 2026.
2. **WHEREAS,** the County has established the Emergency Communications Department (hereinafter "ECD") for consolidated dispatch services within Monterey County;
3. **WHEREAS,** AMR desires to contract with the County for dispatch consoles and associated support for its Emergency Medical Dispatch ("EMD") operation; and
4. **WHEREAS,** the County desires to provide AMR with dispatch consoles and associated support for its EMD operation.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY RESPONSIBLITIES:

The County, through its ECD shall provide the following:

A. **Allocated Space:**

In normal circumstances, provide three (3) dispatch consoles and one (1) office for AMR shift supervisor along with computer and peripheral equipment. When both ECD and AMR dispatchers need to occupy the same physical dispatch space at the Primary Dispatch Center, AMR shall only receive 2 consoles. In the event of an emergency when both ECD and AMR dispatchers need to occupy the same physical dispatch space at the Expanded Dispatch Center, AMR shall only receive 1 console.

B. **Systems and Equipment Support:**

1. Routine maintenance and support of standard dispatch equipment, system administration support (i.e. CAD, Radio, 9-1-1 Phone Equipment, and ProQA),

Docusign Envelope ID: 03694E7C-04AD-47D3-A8E4-702D9FA8A6E6

as required of all dispatch floor and shared equipment room servers and components.

2. Routine CAD modifications and response plan changes not to exceed 4 hours per month. Time beyond this 4 hour per month will be requested as a special project and may be charged separately according to Section 1.E of this Agreement. Unused monthly hours shall not accumulate and expire at the end of each month.

3. County shall provide a PC and peripherals for Supervisor's Office as needed and that equipment must be located within the provided office.

C. **9-1-1 Phone Access and Trunks**

The County, through its Emergency Communications Department (ECD), shall provide AMR access to the County's 9-1-1 phone system, including all required 9-1-1 trunks/lines, for the duration of this Agreement.

1. The County shall be responsible for all equipment, connectivity, and services necessary to deliver 9-1-1 phone access under the State of California's Next Generation 9-1-1 implementation, consistent with standards and requirements of the California 9-1-1 Branch and the State Emergency Telephone Number Account (SETNA). This includes ensuring that any 9-1-1 lines/trunks meet tariff conditions, receive required state pre-approval, and that trunk capacity is sufficient based on 9-1-1 call volumes and transfer function requirements.

2. AMR may request additional non-emergency telephone lines beyond the dedicated 9-1-1 resources. Such requests will be considered provided they are not excessive and do not infringe upon the master phone system's capacity. Approval for additional non-emergency lines rests solely with the ECD.

3. ECD retains ultimate authority over the configuration, allocation, and prioritization of all phone system trunks, lines, and resources to ensure compliance with state requirements and to maintain reliability and resiliency consistent with NG9-1-1 transition goals.

D. **Administrative Services:**

1. County shall provide administrative services such as pre-hire suitability tests for AMR dispatchers being considered for employment under this agreement.

2. County shall provide use of shared office equipment such as multifunction printer/copy machine.

3. County shall provide use of County email system, County VPN, and standard office supplies as needed to support the dispatch operation.

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4. Management Support: Regular meetings with ECD management will be held to provide operational review/feedback on industry best practices, maintain open and frequent lines of communication, and assistance.
5. ECD shall provide an initial block of up to sixteen (16) hours of call entry and CAD (Computer Aided Dispatch) command training one time to all current AMR dispatch personnel to ensure consistent proficiency across all staff.
6. Following this initial training, ECD shall conduct two (2) training sessions per calendar year for newly hired AMR dispatchers, scheduled approximately once every six (6) months. Each session shall provide a minimum of eight (8) hours and up to sixteen (16) hours of training, as determined by ECD based on operational needs and staffing levels. These trainings will cover basic call entry and CAD commands.
7. Documentation of training completion shall be maintained by AMR and made available upon request. All AMR dispatch personnel are required to complete this training within the specified timeframe, as participation is essential to maintain operational consistency and effective collaboration within the dispatch center. Failure to meet this requirement may be considered non-compliance with this Agreement.
8. Any additional training sessions requested by AMR beyond these two annual sessions may be provided at ECD's discretion and may be subject to additional cost.
9. ECD shall pay the cost of DOJ fingerprinting for up to 5 candidates per year.

E. **Upon request of AMR, the following services may be provided at an additional cost:**

Other Services / Purchases: AMR may request other goods or services from ECD such as, but not limited to, purchases from 3rd party vendors, billed work performed by the Monterey County Information Technology Department (ITD), special equipment/software that is not connected to the CAD system (i.e. AQUA), software connected to the CAD through an API, or administrative/technical Services from ECD staff. Performance of these services shall be subject to the following:

1. Authorization for said purchase or services from ECD in writing (e-mail acceptable) and some projects may require agreement under a separate agreement.
2. Enhancements/additions to the workspace and equipment at AMR's cost may become property of County upon termination of this Agreement and ownership shall be determined by County,
3. Authorization for services/purchases shall be provided to AMR in writing (e-mail acceptable) by the Director of ECD or their Designee.
4. Authorization for services/purchases shall be provided to ECD in writing

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(e-mail acceptable) by a duly authorized agent of AMR.

5. Charges will be added to the monthly invoices to AMR unless prior arrangements are made at time approval for services/purchase.

6. For billable work performed by ITD, all work must be billed directly to AMR and ECD cannot be used as a pass-through and ECD must still authorize this work.

7. Additional services may be requested of County staff and may be performed pursuant to acceptance by County and AMR of a pre-authorized work order containing scope of work, tasks, and deliverable, estimate of hours and hourly rate.

F. **Mobile Data Connections and Terminals:**

1. County may provide mobile CAD licenses at an additional cost to AMR. Costs for Mobile CAD licenses shall be invoiced separately at an additional cost as approved by the ECD Executive Board.

2. AMR shall be responsible for all connectivity and ITD fees for mobile devices which shall be billed directly by ITD and the cellular vendor.

2. AMR RESPONSIBILITIES:

It is the intent of this section to ensure that AMR employees meet employment standards equal to those required of County Dispatchers working at the ECD, and that they conform to the same industry standards and County regulations for employee conduct in the workplace. It is not the intent of this section that the County dictate in any way the operational protocols for ambulance dispatching, hiring/firing decisions, or the provision of EMD instructions.

AMR Personnel must comply with the Rules and Regulations as outlined below:

It shall be the responsibility of AMR to ensure that all its personnel comply with all applicable Rules and Regulations of the ECD, including the requirement that its dispatch employees meet the same Peace Officer Standards and Training (POST) employment selection standards and background requirements as required for all dispatch employees of the ECD.

A. Background Investigations

AMR shall ensure that all dispatch personnel undergo a background investigation conducted by a POST certified or POST approved vendor (or equivalent). AMR shall contract directly with such vendor and shall be solely responsible for all associated

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costs and administration of these services. Such investigations shall comply with POST Regulations 1956–1960 and include, at a minimum, state and federal fingerprint based criminal history checks, DMV checks, reference checks, and evaluation of the POST background investigation dimensions (integrity, impulse control, stress tolerance, communication skills, judgment, etc.).

B. Law Enforcement Data Systems and CLETS Related Requirements
AMR personnel will not have direct access to law enforcement databases; however, they may have access to systems that contain law enforcement or criminal justice information. Accordingly, AMR shall ensure that all such personnel meet applicable CLETS, DOJ, and ECD confidentiality and security requirements, including but not limited to:

1. Completion of state and federal fingerprint based criminal history checks.
2. Execution of a CLETS Employee/Volunteer Statement or equivalent confidentiality acknowledgment.
3. Annual validation or re certification of access credentials, where applicable.
4. Immediate removal of system access when personnel no longer require it or separate from employment.
5. Strict adherence to all policies governing the use, storage, transmission, and disclosure of confidential or sensitive information.

C. Confidentiality Obligation
AMR acknowledges that compliance with POST, CLETS, DOJ, and ECD confidentiality and security standards is essential to maintain the integrity of dispatch operations. These requirements are designed to protect the security of County systems and sensitive law enforcement information, as further described in Section 11 of this Agreement.

1. Cooperate with and Assist the ECD: To facilitate the performance of the foregoing functions, it is hereby agreed that the County and the ECD shall have the full cooperation and assistance from AMR, its officers, agents, and employees.
2. Training Compliance
AMR shall ensure that all of its dispatch personnel complete the call entry and CAD (Computer Aided Dispatch) command training provided by ECD pursuant to Section 1.D. AMR shall maintain documentation of completion for each employee and provide such documentation to ECD upon request.

3. RECORDINGS AND RECORDS

AMR shall be provided use of the same CAD, radio system, phone system, and/or program or vendor for recording purposes as the one currently in use by ECD; however, ECD will

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respond to records requests and release records only handled by ECD employees. Should the data be entered into CAD by AMR employees or AMR employees are speaking to callers or field units, those records and recordings are considered in control of AMR and requestors will be directed to AMR for records requests. Additionally, once calls are transferred to AMR, those calls will be considered records in control of AMR and records requests will be directed to AMR. AMR will be responsible for the contents of the records it controls. AMR agrees that said records are the property of the County of Monterey and to follow the provisions of the California Public Records Act for release of information contained in those records.

4. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, including AMR's use of County facilities and services, AMR and its employees, officers, and agents are at all times acting and performing as an independent contractor(s) and not as an employee(s) 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 AMR and AMR's employees 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. AMR 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 AMR's performance of this Agreement. In connection therewith, AMR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of AMR's failure to pay such taxes.

5. TERM AND TERMINATION

B. Term

The term of this agreement shall be for a period of six (6) years beginning February 1, 2026. This agreement will be automatically extended if the Agreement for "Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the County of Monterey" between the County of Monterey and American Medical Response West is extended.

C. Termination

During the term of this Agreement, either party may terminate the Agreement, with or without cause, by giving written notice of termination to the other party at least six (6) months prior to the effective date of termination and termination must be effective on June 30th of any year. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be based

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on the number of days of occupancy by AMR prior to the termination date.

This Agreement shall automatically terminate upon the termination of the Agreement for The Services entered into by and between the County of Monterey and American Medical Response West and approved by the Monterey County Board of Supervisors on July 8, 2025.

6. FEES AND BILLING

A. AMR shall pay the County the fixed **monthly rate of $22,800** for the use of consoles and associated services provided through this Agreement.

B. This rate shall be evaluated annually during the Monterey County budget cycle. ECD shall notify AMR 60 days in advance of any changes in rates. The annual rate adjustment will be the Consumer Price Index (CPI), as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month-period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose. The annual rate adjustment will not exceed a total of 5%. ECD shall notify AMR at least 60 days in advance of the rate change and the rate change shall always become effective on July 1st.

C. The County ECD shall submit invoices to AMR via email and the invoices are due and payable within thirty (30) days of date of invoice. Payments made after the 30 days will incur a 5% late fee, and additional 5% late fees will accrue after each 30-day period of non-payment. Any disputes must be submitted to County within 15 days of the invoice being sent.

7. INDEMNIFICATION

AMR shall indemnify, defend, and hold harmless the County of Monterey, 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 AMR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County of Monterey. "AMR's performance" includes AMR's action or inaction and the action or inaction of AMR's officers, employees, agents and subcontractors.

8. INSURANCE

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A. Evidence of Coverage: Prior to commencement of this Agreement, AMR shall provide a "Certificate of Insurance" demonstrating that coverage as required herein has been obtained. Contractually required endorsements shall be are properly executed by the insurance carrier and same shall accompany the certificate. In addition, the Contractor, within 24 hours of request by County, shall allow County to inspect (and copy sections with confidential information redacted) a copy of the policies or policies at Contractor's offices in Monterey County.

B. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

C. Insurance Coverage Requirements. Without limiting AMR's duty to indemnify, AMR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability.

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 $3,000,000 per occurrence.

2. 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 $3,000,000 per occurrence.

3. Workers' Compensation Insurance, if AMR 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.

4. 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 $3,000,000 per claim and $5,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, AMR 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:

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County of Monterey and issued and executed by an

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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 AMR 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 AMR 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, employees, officials, and volunteers as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall be primary and not be called upon to contribute to a loss covered by AMR's insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives it's right of subrogation against the County, it's officers, employees, officials, agents, and volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by AMR. Should AMR be self-insured for workers' compensation, AMR hereby agrees to waive its right of subrogation against the County, its officers, employees, officials, agents, and volunteers.

Prior to the execution of this Agreement by the County, AMR shall file certificates of insurance with the County of Monterey's contract administrator and County's Contracts/Purchasing Division, showing that the AMR has in effect the insurance required by this Agreement. AMR 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.

AMR 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 AMR and AMR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by AMR to maintain such insurance is a default of this Agreement, which entitles the County of Monterey, at its sole discretion, to terminate this Agreement immediately.

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9. EQUAL OPPORTUNITY

During the performance of this Agreement the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual orientation, either in the parties' employment practices or in the furnishing of services to recipients. The parties 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. The parties shall, during 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.

10. RECORDS AND AUDITING REQUIREMENTS

A. Except for information required to be kept by AMR to meet reporting requirements such as, but not limited to California Highway Patrol, when this Agreement expires or terminates, AMR shall return to the County any County records which AMR used or received from the County to perform services under this Agreement. Records that are kept to meet other AMR requirements shall be returned to the County after those requirements are met or disposed of properly as required under state, federal, and local laws.

B. The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County, and ECD rules and regulations and shall maintain such records for a period of at least three (3) years after payment 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 (3) year period, then the parties shall retain said records until such action is resolved.

11. CONFIDENTIALITY

AMR and its officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, as well as the Mutual Non-Disclosure and Confidentiality Agreement between the County of Monterey and AMR, which provide for the confidentiality of records and other information. AMR 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 AMR to disclose such records or information. AMR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. AMR shall not use any confidential information gained in the performance of this Agreement except for the sole purpose of carrying out AMR's obligations under this Agreement and the Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey.

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In addition, AMR acknowledges and agrees that its dispatch personnel may have access to systems containing law enforcement or criminal justice information, even if not granted direct access to CLETS or other DOJ systems. Accordingly, AMR and its personnel shall comply with all confidentiality, security, and user-access requirements of POST, CLETS, DOJ, and ECD as outlined in Section 2. of this Agreement. Failure to comply with these requirements may be considered material non-compliance with this Agreement.

12. GENERAL PROVISIONS:

A. Amendment:

This Agreement may be amended or modified only by an instrument in writing signed by all parties hereto.

B. Waiver:

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and AMR. 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.

C. Compliance with Applicable Law:

In the performance of this Agreement, the parties will comply with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The County warrants and represents that the payments made by AMR to County shall be less than or equal to the County's actual costs to provide those County Services. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

D. Headings:

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

E. Construction of Agreement:

The parties 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 thereto.

F. Integration:

This Agreement, including the exhibit hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

G. Conflict of Interest:

AMR represents that it presently has no interest and agrees not to acquire any interest

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during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

H. Non-Exclusive Agreement:

This Agreement is non-exclusive and both County and AMR expressly reserve the right to contract with other entities with same or similar resources.

I. Assignment and Subcontracting:

AMR shall not assign, sell, or otherwise transfer its interests or obligations in the Agreement without the prior written consent of the County. Notwithstanding any such approved subcontract, AMR shall continue to be liable for the performance of the requirements of this Agreement.

J. Successors and Assigns:

This Agreement and the rights, duties, and obligations of the County and AMR 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.

K. Governing Law:

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

L. 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.

M. Authority:

Any individual executing this Agreement on behalf of the County or AMR represents and warrants hereby that her 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.

N. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the ECD and AMR at:

Emergency Communications Department Director of Emergency Communications 1322 Natividad Road Salinas, CA 93906	American Medical Response West Regional Director 2511 Garden Rd. Suite A140 Monterey, CA 93940

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	With Copy To: Law Department Global Medical Response, Inc. 4400 State Hwy 121, Suite 700 Lewisville, TX 75056

O. Compliance Program and Code of Conduct:

AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.gmr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

P. Non-Exclusion:

Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Q. Referrals:

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

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IN WITNESS WHEREOF, County and American Medical Response West have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:_____

Print Name:_____

Title:_____

Dated:_____

Approved as to Form

By DocuSigned by: Shane Eben Strong 6624564F383643C...

Printed Name Shane Eben Strong

County Counsel

Dated 1/16/2026 | 4:51 PM PST

Approved as to Insurance/Indemnity Language

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

Printed Name David Bolton

Title: Risk Manager

Dated: 1/16/2026 | 4:58 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor Controller

Dated: 1/20/2026 | 7:26 AM PST

AMERICAN MEDICAL RESPONSE WEST

By: DocuSigned by: Sean Russell EEF85C1C1FB9400...

Printed Name: Sean Russell

Title: Pacific Region President

Dated: 1/16/2026

By: Signed by: Edward B. Van Horne C6CE072ED4F94A9...

Printed Name: Edward B. Van Horne

Title: Chief Operating Officer

1/16/2026

Dated:_____

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Agreement for Shared Dispatch Space, Equipment, Associated Costs and Services between

County of Monterey
and
American Medical Response West

This Agreement is made and entered into this 1st day of February 2026 by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "County," and American Medical Response West, a California Corporation, hereinafter referred to as "AMR."

RECITALS

1. **WHEREAS,** on July 8, 2025; the Monterey County Board of Supervisors approved the Agreement to Provide Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the County of Monterey ("The Services") between the County and AMR with an effective date of February 1, 2026.
2. **WHEREAS,** the County has established the Emergency Communications Department (hereinafter "ECD") for consolidated dispatch services within Monterey County;
3. **WHEREAS,** AMR desires to contract with the County for dispatch consoles and associated support for its Emergency Medical Dispatch ("EMD") operation; and
4. **WHEREAS,** the County desires to provide AMR with dispatch consoles and associated support for its EMD operation.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY RESPONSIBLITIES:

The County, through its ECD shall provide the following:

A. **Allocated Space:**

In normal circumstances, provide three (3) dispatch consoles and one (1) office for AMR shift supervisor along with computer and peripheral equipment. When both ECD and AMR dispatchers need to occupy the same physical dispatch space at the Primary Dispatch Center, AMR shall only receive 2 consoles. In the event of an emergency when both ECD and AMR dispatchers need to occupy the same physical dispatch space at the Expanded Dispatch Center, AMR shall only receive 1 console.

B. **Systems and Equipment Support:**

1. Routine maintenance and support of standard dispatch equipment, system administration support (i.e. CAD, Radio, 9-1-1 Phone Equipment, and ProQA),

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as required of all dispatch floor and shared equipment room servers and components.

2. Routine CAD modifications and response plan changes not to exceed 4 hours per month. Time beyond this 4 hour per month will be requested as a special project and may be charged separately according to Section 1.E of this Agreement. Unused monthly hours shall not accumulate and expire at the end of each month.

3. County shall provide a PC and peripherals for Supervisor's Office as needed and that equipment must be located within the provided office.

C. **9-1-1 Phone Access and Trunks**

The County, through its Emergency Communications Department (ECD), shall provide AMR access to the County's 9-1-1 phone system, including all required 9-1-1 trunks/lines, for the duration of this Agreement.

1. The County shall be responsible for all equipment, connectivity, and services necessary to deliver 9-1-1 phone access under the State of California's Next Generation 9-1-1 implementation, consistent with standards and requirements of the California 9-1-1 Branch and the State Emergency Telephone Number Account (SETNA). This includes ensuring that any 9-1-1 lines/trunks meet tariff conditions, receive required state pre-approval, and that trunk capacity is sufficient based on 9-1-1 call volumes and transfer function requirements.

2. AMR may request additional non-emergency telephone lines beyond the dedicated 9-1-1 resources. Such requests will be considered provided they are not excessive and do not infringe upon the master phone system's capacity. Approval for additional non-emergency lines rests solely with the ECD.

3. ECD retains ultimate authority over the configuration, allocation, and prioritization of all phone system trunks, lines, and resources to ensure compliance with state requirements and to maintain reliability and resiliency consistent with NG9-1-1 transition goals.

D. **Administrative Services:**

1. County shall provide administrative services such as pre-hire suitability tests for AMR dispatchers being considered for employment under this agreement.

2. County shall provide use of shared office equipment such as multifunction printer/copy machine.

3. County shall provide use of County email system, County VPN, and standard office supplies as needed to support the dispatch operation.

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4. Management Support: Regular meetings with ECD management will be held to provide operational review/feedback on industry best practices, maintain open and frequent lines of communication, and assistance.
5. ECD shall provide an initial block of up to sixteen (16) hours of call entry and CAD (Computer Aided Dispatch) command training one time to all current AMR dispatch personnel to ensure consistent proficiency across all staff.
6. Following this initial training, ECD shall conduct two (2) training sessions per calendar year for newly hired AMR dispatchers, scheduled approximately once every six (6) months. Each session shall provide a minimum of eight (8) hours and up to sixteen (16) hours of training, as determined by ECD based on operational needs and staffing levels. These trainings will cover basic call entry and CAD commands.
7. Documentation of training completion shall be maintained by AMR and made available upon request. All AMR dispatch personnel are required to complete this training within the specified timeframe, as participation is essential to maintain operational consistency and effective collaboration within the dispatch center. Failure to meet this requirement may be considered non-compliance with this Agreement.
8. Any additional training sessions requested by AMR beyond these two annual sessions may be provided at ECD's discretion and may be subject to additional cost.
9. ECD shall pay the cost of DOJ fingerprinting for up to 5 candidates per year.

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Other Services / Purchases: AMR may request other goods or services from ECD such as, but not limited to, purchases from 3rd party vendors, billed work performed by the Monterey County Information Technology Department (ITD), special equipment/software that is not connected to the CAD system (i.e. AQUA), software connected to the CAD through an API, or administrative/technical Services from ECD staff. Performance of these services shall be subject to the following:

1. Authorization for said purchase or services from ECD in writing (e-mail acceptable) and some projects may require agreement under a separate agreement.
2. Enhancements/additions to the workspace and equipment at AMR's cost may become property of County upon termination of this Agreement and ownership shall be determined by County,
3. Authorization for services/purchases shall be provided to AMR in writing (e-mail acceptable) by the Director of ECD or their Designee.
4. Authorization for services/purchases shall be provided to ECD in writing

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(e-mail acceptable) by a duly authorized agent of AMR.

5. Charges will be added to the monthly invoices to AMR unless prior arrangements are made at time approval for services/purchase.

6. For billable work performed by ITD, all work must be billed directly to AMR and ECD cannot be used as a pass-through and ECD must still authorize this work.

7. Additional services may be requested of County staff and may be performed pursuant to acceptance by County and AMR of a pre-authorized work order containing scope of work, tasks, and deliverable, estimate of hours and hourly rate.

F. **Mobile Data Connections and Terminals:**

1. County may provide mobile CAD licenses at an additional cost to AMR. Costs for Mobile CAD licenses shall be invoiced separately at an additional cost as approved by the ECD Executive Board.

2. AMR shall be responsible for all connectivity and ITD fees for mobile devices which shall be billed directly by ITD and the cellular vendor.

2. AMR RESPONSIBILITIES:

It is the intent of this section to ensure that AMR employees meet employment standards equal to those required of County Dispatchers working at the ECD, and that they conform to the same industry standards and County regulations for employee conduct in the workplace. It is not the intent of this section that the County dictate in any way the operational protocols for ambulance dispatching, hiring/firing decisions, or the provision of EMD instructions.

AMR Personnel must comply with the Rules and Regulations as outlined below:

It shall be the responsibility of AMR to ensure that all its personnel comply with all applicable Rules and Regulations of the ECD, including the requirement that its dispatch employees meet the same Peace Officer Standards and Training (POST) employment selection standards and background requirements as required for all dispatch employees of the ECD.

A. Background Investigations

AMR shall ensure that all dispatch personnel undergo a background investigation conducted by a POST certified or POST approved vendor (or equivalent). AMR shall contract directly with such vendor and shall be solely responsible for all associated

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costs and administration of these services. Such investigations shall comply with POST Regulations 1956–1960 and include, at a minimum, state and federal fingerprint based criminal history checks, DMV checks, reference checks, and evaluation of the POST background investigation dimensions (integrity, impulse control, stress tolerance, communication skills, judgment, etc.).

B. Law Enforcement Data Systems and CLETS Related Requirements
AMR personnel will not have direct access to law enforcement databases; however, they may have access to systems that contain law enforcement or criminal justice information. Accordingly, AMR shall ensure that all such personnel meet applicable CLETS, DOJ, and ECD confidentiality and security requirements, including but not limited to:

1. Completion of state and federal fingerprint based criminal history checks.
2. Execution of a CLETS Employee/Volunteer Statement or equivalent confidentiality acknowledgment.
3. Annual validation or re certification of access credentials, where applicable.
4. Immediate removal of system access when personnel no longer require it or separate from employment.
5. Strict adherence to all policies governing the use, storage, transmission, and disclosure of confidential or sensitive information.

C. Confidentiality Obligation
AMR acknowledges that compliance with POST, CLETS, DOJ, and ECD confidentiality and security standards is essential to maintain the integrity of dispatch operations. These requirements are designed to protect the security of County systems and sensitive law enforcement information, as further described in Section 11 of this Agreement.

1. Cooperate with and Assist the ECD: To facilitate the performance of the foregoing functions, it is hereby agreed that the County and the ECD shall have the full cooperation and assistance from AMR, its officers, agents, and employees.
2. Training Compliance
AMR shall ensure that all of its dispatch personnel complete the call entry and CAD (Computer Aided Dispatch) command training provided by ECD pursuant to Section 1.D. AMR shall maintain documentation of completion for each employee and provide such documentation to ECD upon request.

3. RECORDINGS AND RECORDS

AMR shall be provided use of the same CAD, radio system, phone system, and/or program or vendor for recording purposes as the one currently in use by ECD; however, ECD will

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respond to records requests and release records only handled by ECD employees. Should the data be entered into CAD by AMR employees or AMR employees are speaking to callers or field units, those records and recordings are considered in control of AMR and requestors will be directed to AMR for records requests. Additionally, once calls are transferred to AMR, those calls will be considered records in control of AMR and records requests will be directed to AMR. AMR will be responsible for the contents of the records it controls. AMR agrees that said records are the property of the County of Monterey and to follow the provisions of the California Public Records Act for release of information contained in those records.

4. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, including AMR's use of County facilities and services, AMR and its employees, officers, and agents are at all times acting and performing as an independent contractor(s) and not as an employee(s) 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 AMR and AMR's employees 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. AMR 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 AMR's performance of this Agreement. In connection therewith, AMR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of AMR's failure to pay such taxes.

5. TERM AND TERMINATION

B. Term

The term of this agreement shall be for a period of six (6) years beginning February 1, 2026. This agreement will be automatically extended if the Agreement for "Advanced Life Support and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the Exclusive Operating Area for the County of Monterey" between the County of Monterey and American Medical Response West is extended.

C. Termination

During the term of this Agreement, either party may terminate the Agreement, with or without cause, by giving written notice of termination to the other party at least six (6) months prior to the effective date of termination and termination must be effective on June 30th of any year. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be based

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on the number of days of occupancy by AMR prior to the termination date.

This Agreement shall automatically terminate upon the termination of the Agreement for The Services entered into by and between the County of Monterey and American Medical Response West and approved by the Monterey County Board of Supervisors on July 8, 2025.

6. FEES AND BILLING

A. AMR shall pay the County the fixed **monthly rate of $22,800** for the use of consoles and associated services provided through this Agreement.

B. This rate shall be evaluated annually during the Monterey County budget cycle. ECD shall notify AMR 60 days in advance of any changes in rates. The annual rate adjustment will be the Consumer Price Index (CPI), as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month-period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose. The annual rate adjustment will not exceed a total of 5%. ECD shall notify AMR at least 60 days in advance of the rate change and the rate change shall always become effective on July 1st.

C. The County ECD shall submit invoices to AMR via email and the invoices are due and payable within thirty (30) days of date of invoice. Payments made after the 30 days will incur a 5% late fee, and additional 5% late fees will accrue after each 30-day period of non-payment. Any disputes must be submitted to County within 15 days of the invoice being sent.

7. INDEMNIFICATION

AMR shall indemnify, defend, and hold harmless the County of Monterey, 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 AMR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County of Monterey. "AMR's performance" includes AMR's action or inaction and the action or inaction of AMR's officers, employees, agents and subcontractors.

8. INSURANCE

Docusign Envelope ID: 03694E7C-04AD-47D3-A8E4-702D9FA8A6E6

A. Evidence of Coverage: Prior to commencement of this Agreement, AMR shall provide a "Certificate of Insurance" demonstrating that coverage as required herein has been obtained. Contractually required endorsements shall be are properly executed by the insurance carrier and same shall accompany the certificate. In addition, the Contractor, within 24 hours of request by County, shall allow County to inspect (and copy sections with confidential information redacted) a copy of the policies or policies at Contractor's offices in Monterey County.

B. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

C. Insurance Coverage Requirements. Without limiting AMR's duty to indemnify, AMR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability.

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 $3,000,000 per occurrence.

2. 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 $3,000,000 per occurrence.

3. Workers' Compensation Insurance, if AMR 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.

4. 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 $3,000,000 per claim and $5,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, AMR 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:

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County of Monterey and issued and executed by an

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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 AMR 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 AMR 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, employees, officials, and volunteers as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall be primary and not be called upon to contribute to a loss covered by AMR's insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives it's right of subrogation against the County, it's officers, employees, officials, agents, and volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by AMR. Should AMR be self-insured for workers' compensation, AMR hereby agrees to waive its right of subrogation against the County, its officers, employees, officials, agents, and volunteers.

Prior to the execution of this Agreement by the County, AMR shall file certificates of insurance with the County of Monterey's contract administrator and County's Contracts/Purchasing Division, showing that the AMR has in effect the insurance required by this Agreement. AMR 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.

AMR 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 AMR and AMR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by AMR to maintain such insurance is a default of this Agreement, which entitles the County of Monterey, at its sole discretion, to terminate this Agreement immediately.

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9. EQUAL OPPORTUNITY

During the performance of this Agreement the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual orientation, either in the parties' employment practices or in the furnishing of services to recipients. The parties 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. The parties shall, during 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.

10. RECORDS AND AUDITING REQUIREMENTS

A. Except for information required to be kept by AMR to meet reporting requirements such as, but not limited to California Highway Patrol, when this Agreement expires or terminates, AMR shall return to the County any County records which AMR used or received from the County to perform services under this Agreement. Records that are kept to meet other AMR requirements shall be returned to the County after those requirements are met or disposed of properly as required under state, federal, and local laws.

B. The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County, and ECD rules and regulations and shall maintain such records for a period of at least three (3) years after payment 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 (3) year period, then the parties shall retain said records until such action is resolved.

11. CONFIDENTIALITY

AMR and its officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, as well as the Mutual Non-Disclosure and Confidentiality Agreement between the County of Monterey and AMR, which provide for the confidentiality of records and other information. AMR 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 AMR to disclose such records or information. AMR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. AMR shall not use any confidential information gained in the performance of this Agreement except for the sole purpose of carrying out AMR's obligations under this Agreement and the Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey.

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In addition, AMR acknowledges and agrees that its dispatch personnel may have access to systems containing law enforcement or criminal justice information, even if not granted direct access to CLETS or other DOJ systems. Accordingly, AMR and its personnel shall comply with all confidentiality, security, and user-access requirements of POST, CLETS, DOJ, and ECD as outlined in Section 2. of this Agreement. Failure to comply with these requirements may be considered material non-compliance with this Agreement.

12. GENERAL PROVISIONS:

A. Amendment:

This Agreement may be amended or modified only by an instrument in writing signed by all parties hereto.

B. Waiver:

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and AMR. 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.

C. Compliance with Applicable Law:

In the performance of this Agreement, the parties will comply with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The County warrants and represents that the payments made by AMR to County shall be less than or equal to the County's actual costs to provide those County Services. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

D. Headings:

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

E. Construction of Agreement:

The parties 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 thereto.

F. Integration:

This Agreement, including the exhibit hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

G. Conflict of Interest:

AMR represents that it presently has no interest and agrees not to acquire any interest

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during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

H. Non-Exclusive Agreement:

This Agreement is non-exclusive and both County and AMR expressly reserve the right to contract with other entities with same or similar resources.

I. Assignment and Subcontracting:

AMR shall not assign, sell, or otherwise transfer its interests or obligations in the Agreement without the prior written consent of the County. Notwithstanding any such approved subcontract, AMR shall continue to be liable for the performance of the requirements of this Agreement.

J. Successors and Assigns:

This Agreement and the rights, duties, and obligations of the County and AMR 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.

K. Governing Law:

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

L. 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.

M. Authority:

Any individual executing this Agreement on behalf of the County or AMR represents and warrants hereby that her 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.

N. Notices:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the ECD and AMR at:

Emergency Communications Department Director of Emergency Communications 1322 Natividad Road Salinas, CA 93906	American Medical Response West Regional Director 2511 Garden Rd. Suite A140 Monterey, CA 93940

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	With Copy To: Law Department Global Medical Response, Inc. 4400 State Hwy 121, Suite 700 Lewisville, TX 75056

O. Compliance Program and Code of Conduct:

AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.gmr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

P. Non-Exclusion:

Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Q. Referrals:

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

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IN WITNESS WHEREOF, County and American Medical Response West have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:_____

Print Name:_____

Title:_____

Dated:_____

Approved as to Form

By DocuSigned by: Shane Eben Strong 6624564F383643C...

Printed Name Shane Eben Strong

County Counsel

Dated 1/16/2026 | 4:51 PM PST

Approved as to Insurance/Indemnity Language

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...

Printed Name David Bolton

Title: Risk Manager

Dated: 1/16/2026 | 4:58 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Auditor Controller

Dated: 1/20/2026 | 7:26 AM PST

AMERICAN MEDICAL RESPONSE WEST

By: DocuSigned by: Sean Russell EEF85C1C1FB9400...

Printed Name: Sean Russell

Title: Pacific Region President

Dated: 1/16/2026

By: Signed by: Edward B. Van Horne C6CE072ED4F94A9...

Printed Name: Edward B. Van Horne

Title: Chief Operating Officer

1/16/2026

Dated:_____

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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 Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14570 ; Amendment No.: 1

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Wolters Kluwer Health, Inc. (WKH) Order No. 650436 for continued services for nursing education online tools, subscriptions, licenses, and maintenance support services at NMC, applying the terms and conditions of the parties' Master Subscription Agreement (A-14570) and extending the Agreement for an additional two (2) year term (December 10, 2023 through December 9, 2025) for a revised full agreement term of December 10, 2019 through December 9, 2025, and adding $218,177 for a revised total agreement amount not to exceed $422,959; and
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to (2) future add-on orders or service orders which do not significantly alter the scope of work and each of which does not exceed 14.6% ($30,000) of the original cost of the Agreement, for a revised total agreement amount not to exceed $482,959.

PASSED AND ADOPTED on this 5th day of December 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 December 5, 2023.

Dated: December 13, 2023
File ID: A 23-544
Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Order # 650436
Date 01-Nov-2023
Page 1 of 3

Bill To:
Customer#: 82709
Natividad Medical Center
Natividad Nursing Education
1441 Constitution Blvd
Salinas, CA 93906
Phone #: 831-783-2851

Sold To:
Customer#: 82709
Natividad Medical Center
Medical Library
Joseph Villaneda
1441 Constitution Blvd
Salinas, CA 93906
UNITED STATES
Phone #: 831-755-4176
Fax #:
Email: villanedaj@natividad.com

Order#: 650436

Product	Usage Level	Qty	Item $	Total $
WKLP-CS-PHH Lippincott Procedures Order#: 1264842 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 26,707.00 Year 2: 27,775.00 Year 3: 28,886.00	Year 1: 26,707.00 Year 2: 27,775.00 Year 3: 28,886.00
WKBL-SV-BLR Blended Learning Order#: 1264840 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 19,727.00 Year 2: 20,516.00 Year 3: 21,337.00	Year 1: 19,727.00 Year 2: 20,516.00 Year 3: 21,337.00

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: https://portal.ovid.com/payments

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS ORDERARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

DocuSign Envelope ID: 29581D29-0A10-4C2B-AD6D-D7963B97396B

Wolters Kluwer

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

Order # 650436
Date 01-Nov-2023

WKLL-CS-LCC Lippincott Learning (LPDC/CE/CertRev) - Collection Order#: 1264841 Access Type: Site Authorized Sites: All Authorized Sites Listed Product Type: Subscription PRODUCT CODE MAY CHANGE FROM YEAR TO YEAR Term: 27-Nov-2022 - 27-Nov-2025 Year 1: 27-Nov-2022 - 27-Nov-2023 Year 2: 27-Nov-2023 - 27-Nov-2024 Year 3: 27-Nov-2024 - 27-Nov-2025	SITE	1	Year 1: 23,459.00 Year 2: 24,397.00 Year 3: 25,373.00	Year 1: 23,459.00 Year 2: 24,397.00 Year 3: 25,373.00

Year 1 Total:	**$69,893.00**
Year 2 Total:	**$72,688.00**
Year 3 Total:	**$75,596.00**
Total Amount for all Years:	**$218,177.00**
Year 1 Total:	**$69,893.00**
Total S&H Year 1:	**$0.00**
Total Tax Year 1:	**$0.00**
Grand Total Year 1:	**$69,893.00**

Authorized Facilities/Sites:

Key	Facilities / Site	Address
1	Natividad Medical Center (#82709) / Medical Library (#2)	1441 Constitution Blvd, Salinas, CA, UNITED STATES, 93906

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: https://portal.ovid.com/payments

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS ORDERARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

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Wolters Kluwer

Wolters Kluwer Health, Inc.

Two Commerce Square
2001 Market Street
Philadelphia, PA 19103 USA
Tel: 844-303-4860
eFax: 301-560-5423
Federal ID # 13-2932696
ACH Routing: 071000039
Account: 5801001438

The Parties agree that the terms and conditions of the Wolters Kluwer Health, Inc. Master Subscription Agreement between Wolters Kluwer Health, Inc. and County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center dated December 10, 2019 (the "Agreement") will govern this Order.

Subject to earlier termination by Customer or WKH in accordance with Section 5 of the Agreement, Customer agrees that Customer's subscription for each Product is for the full term set forth above for such Product and may not be cancelled or terminated early by Customer. By signing this Order, you represent and warrant that you are authorized to sign this Order and to bind the Customer to the terms and conditions of this Order.

WKH will deliver to Customer an annual invoice for the fees set forth on this Order for each applicable subscription year set forth in this Order, plus any applicable tax and shipping and handling fees. Each invoice for a certain subscription year will be delivered by WKH to Customer annually on or after the commencement of the applicable subscription year, and Customer agrees to pay all such invoiced amounts.

This updated Order No. 650436 supersedes and replaces the prior Quote No. 650346, which was signed without authorization by Natividad Medical Center (County of Monterey).

COUNTY OF MONTEREY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF NATIVIDAD MEDICAL CENTER

Signature: DocuSigned by: Charles R. Harris 4E1F837D204E481... Date: 12/19/2023 | 10:58 AM PST

Printed Name: Charles R Harris

WOLTERS KLUWER HEALTH, INC.

Signature: Kevin Iarossi Digitally signed by Kevin Iarossi Date: 2023.12.19 15:26:05 -05'00' Date: _____

Printed Name: _____

REMITTANCE & PAYMENT METHODS: EFT and ACH are the preferred payment modes for Wolters Kluwer Health, Inc.
Payment by credit card may be subject to additional processing fees.
EFT Routing: 026009593 | ACH Routing: 071000039 | Account: 5801001438
ACH payment portal: https://portal.ovid.com/payments

Pay by Check: Wolters Kluwer Health. 4603 Paysphere Circle, Chicago, IL 60674

*Plus Applicable Sales Tax: If tax exempt, please attach a copy of your state tax exempt certificate.

THE PAYMENT INSTRUCTIONS SET FORTH ON THIS ORDERARE THE ONLY INSTRUCTIONS AUTHORIZED BY WOLTERS KLUWER HEALTH, INC OR OVID TECHNOLOGIES, INC. OR ITS APPLICABLE AFFLIATE FOR USE. IF YOU RECEIVE ANY COMMUNICATIONS TRANSMITTING DIFFERENT PAYMENT INSTRUCTIONS OR REQUESTING OR REQUIRING ALTERNATE PAYMENT ARRANGEMENTS, DO NOT RESPOND TO SUCH COMMUNICATIONS, AND CONTACT SUPPORT IMMEDIATELY AT +1-844-303-4860.

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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 Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-13298 ; Amendment No.: 8
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 8 to the agreement (A-13298) with Net Health Systems, Inc. to add funds to the software licensing agreement for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages, adding $16,216 for a revised total Agreement amount not to exceed $598,829, with no change to the agreement term of August 31, 2016 through November 30, 2024.

PASSED AND ADOPTED on this 4th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 4, 2024.

Dated: June 5, 2024
File ID: A 24-227
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

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DocuSign Envelope ID: 5D221159-F8FC-4964-9E17-2D012DD09441

AMENDMENT NO. 8
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 8 TO MASTER AGREEMENT (this "Amendment No. 8") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00;

WHEREAS, the Agreement expired on January 29, 2019;

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00;

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00;

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00;

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00;

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00;

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

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WHEREAS, the Parties now desire to amend the Agreement via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 8, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.
2. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment No. 8 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 8 shall control. Except as set forth in this Amendment No. 8, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

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DocuSign Envelope ID: 5D221159-F8FC-4964-9E17-2D012DD09441

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 8 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

By: Josh Moyer

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 5/1/2024

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 6/12/2024 | 8:54 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: _____
Monterey County Deputy County Counsel

Date: 5/1/2024 | 8:56 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor Controller

Date: 5/2/2024 | 7:18 AM PDT

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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 Mary L. Adams to:

Agreement No.: A-13298 ; Amendment No.: 9
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 9 to the agreement (A-13298) with Net Health Systems, Inc. for physical therapy outpatient, scheduling, home exercise, analytics (ReDoc xFit) and Agility packages,, extending the agreement an additional one (1) year period (December 1, 2024 through November 30, 2025) for a revised full agreement term of August 31, 2016 through November 30, 2025, and adding $81,788 for a revised total agreement amount not to exceed $680,617.

PASSED AND ADOPTED on this 12th day of November 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 12, 2024.

Dated: November 18, 2024
File ID: A 24-495
Agenda Item No.: 31

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

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Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

AMENDMENT NO. 9
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS AMENDMENT NO. 9 TO MASTER AGREEMENT (this "Amendment No. 9") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, Net Health and CUSTOMER amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00; and

WHEREAS, the Agreement expired on January 29, 2019; and

WHEREAS, Net Health and CUSTOMER again amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00; and

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00; and

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00; and

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

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WHEREAS, the Parties amended the Agreement via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement; and

WHEREAS, the Parties now desire to amend the Agreement via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 31, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 31, 2025, adding an additional $81,788 for a revised total Agreement amount of $680,617.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Amendment No. 9, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.

2. Section 1 (a) shall be amended to the following:
"License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A as attached to the Master Agreement, Exhibit A-1 as attached to Amendment No. 1, Exhibit A-2 as attached to Renewal & Amendment No. 2, Exhibit A-3 as attached to Amendment No. 3, Exhibit A-5 as attached to Amendment No. 5, and Exhibit A-6 as attached to Amendment No. 6, Exhibit A-7 and A-8 attached hereto this Amendment No. 7, plus Exhibit A-9 and Exhibit A-9.1 attached hereto this Amendment No. 9 and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.

3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Amendment No. 9 and the terms and conditions of the Agreement, the terms and conditions of this Amendment No. 9 shall control. Except as set forth in this Amendment No. 9, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

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Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 9 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

Signed by:
By: Josh Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 9/25/2024 | 11:51 AM PDT

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Name: Charles R. Harris

Title: CEO

Date: 11/21/2024 | 8:38 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
69B921D44C4341F...
Monterey County Deputy County Counsel

Date: 10/14/2024 | 3:45 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
Monterey County Deputy Auditor Controller

Date: 10/16/2024 | 7:11 AM PDT

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Exhibit A-9
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into an made effective by and between Net Health Systems, Inc. ("Net Health") and Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION					
INITIAL TERM (NO. OF YEARS/YEARLY PAYMENTS)	1	**BILLING START DATE:**	**December 1, 2024**		
SKU Code	**Description - Authorized Site/Providers**	**Qty**	**Total One-Time Fees**	**Annual Fees/Unit**	**Total Annual Fees**
1 Location					
REx-HOSP-ADT REx-HOSP-BILL REx-HOSP-CLI REx-SCH REx-NHU-FT REx-NHU-PT REx-HCANNUAL-PS-R REx-EFAXIBOB-S-R REx-EFAX-IBOB REx-OPERATIONALANALYTICS	**Net Health Therapy for Hospital Outpatient** **Includes the following features:** • ADT Interface Hospital • Billing Interface Hospital • Clinical Interface Hospital • Scheduling Interface • NetHealth University - FT • NetHealth University - PT/PRN • Annual Health Checks (billed monthly) • E-Fax Module IB/OB Setup Fee billed monthly • E-Fax Module IB/OB • Missed Visit Predictor	1	$0.00		$68,411.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient - Non-Clinical User	2			Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient - Part Time/PRN	5			Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient - Full Time	11			Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1		$0.07	Variable
REx-PEM-S REx-PEM-DI REx-PEM-EM REx-PEM-RM REx-PEM-SSR REx-INPHONEC500 REx-INPHONE-DEV	**Patient Engagement Suite for Therapy** **Includes the following features:** • Patient Engagement Marketing Setup • Net Health Digital Intake • Net Health Email Marketing and Patient Messaging • Net Health Reputation Management • Net Health Self Scheduling Requests • Inphonite Call Reminder Credits (500 credits) (1) • Inphonite Interface Development	1	$0.00		Included Above
FO-OUTMCLINIC FO-OUTM FO-FOTOOM-T REx-BIOEX REx-BIOEX-S	• FOTO Patient Outcomes Manager System - Clinic Fees • FOTO Patient Outcomes Manager System - Clinician Fees (3) • FOTO Outcomes Manager Setup and Training Fee • BioEx (Home Exercise Program) (3) • BioEx (Home Exercise Program) Setup Fee				

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REx-PEM	Patient Engagement Suite (1st Site)	1			Included Above
REx-FOTOOM	FOTO Patient Outcomes Manager	13			Included Above
REx-BIOEX	BioEx (Home Exercise Program)	13			Included Above
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			**$0.00**		**$68,411.88**

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

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Docusign Envelope ID: 5D08B073-3670-4429-A219-F30D2F3E95E4

Exhibit A-9.1
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into an made effective by and between Net Health Systems, Inc. ("Net Health") and Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION					
INITIAL TERM (NO. OF YEARS/YEARLY PAYMENTS)	1	BILLING START DATE:	December 1, 2024		
SKU Code	Description - Authorized Site/Providers	Qty	Total One-Time Fees	Annual Fees/Unit	Total Annual Fees
1 Location					
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	$0.00	$13,015.20	$13,015.20
AG-ADOBE-H	Adobe Standard Monthly Subscription License	1	$0.00	$360.00	$360.00
AG-EH-ADDHOSPSUP-H	Additional EH Hospital Site - Perpetual Maintenance/Support	1	$0.00	$0.00	$0.00
TOTAL FEES ON SALES PROPOSAL (Applicable Taxes and Expenses Billed Separately)			$0.00		$13,375.21

Pricing: Pricing is based on purchases made directly from Net Health Systems for specific licenses, quantities, license duration and purchase date. Alteration to any of these factors is subject to pricing change accordingly.

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RENEWAL AND AMENDMENT NO. 10
TO MASTER AGREEMENT
BETWEEN NET HEALTH SYSTEMS, INC., AND
THE COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

THIS RENEWAL AND AMENDMENT NO. 10 TO MASTER AGREEMENT (this "Renewal and Amendment No. 10") is made by and between Net Health Systems, Inc., a Pennsylvania corporation with an address at 40 24th Street, Pittsburgh, PA 15222 ("Net Health") and the County of Monterey, on behalf of Natividad Medical Center, an entity organized under the laws of California with an address at 1441 Constitution Blvd., Salinas, CA 93912-1611 ("CUSTOMER"). Net Health and CUSTOMER may be collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning given to them in the Agreement, as defined below.

RECITALS

WHEREAS, Net Health and CUSTOMER previously entered into that certain Master Agreement dated August 31, 2016, as amended (the "Agreement"); and

WHEREAS, the Parties amended the Agreement effective August 31, 2017 via Amendment No. 1 to extend the Purchase Schedule Term through January 29, 2019 and to add an additional $43,685.00 thereby increasing the total Agreement amount to $99,635.00; and

WHEREAS, the Agreement expired on January 29, 2019; and

WHEREAS, the Parties renewed and amended the Agreement effective February 26, 2019 via Renewal and Amendment No. 2 to extend the Purchase Schedule Term for the ReDoc Software through January 29, 2022 and to upgrade the ReDoc Software to the "ReDoc powered by xfit" Software by virtue of adding Exhibit A-2, adding an additional $173,130.00 for a revised total Agreement amount of $272,765.00; and

WHEREAS, the Parties amended the Agreement effective December 10, 2019 via Amendment No. 3 to add: (i) the ReDoc Scheduling Interface to CUSTOMER's instance of the ReDoc Software by virtue of Exhibit A-3; and (ii) a new install for CUSTOMER of Net Health's AgilityEH Software by virtue of Exhibit A-4, each to be coterminous with Exhibit A-2, adding an additional $44,180.00 for a revised total agreement amount of $316,945.00; and

WHEREAS, the Parties amended the Agreement effective December 28, 2020 via Amendment No. 4 to cover potential future travel expenses, adding an additional $4,335.00 for a revised total agreement amount of $321,280.00; and

WHEREAS, the Parties amended the Agreement effective February 15, 2021 via Amendment No. 5 to add the Agility Iron Bridge Immunization Registry Interface by virtue of Exhibit A-5, to be coterminous with Exhibit A-2, adding an additional $2,140 for a revised total agreement amount of $323,420.00; and

WHEREAS, the Parties amended the Agreement effective June 8, 2021 via Amendment No. 6 to add the ReDoc Physical Therapy Home Exercise Program module and Outcomes Management System module to be coterminous with Exhibit A-2, and Physical Therapy Acute module, extending the Purchase Schedule Term through June 30, 2024 by virtue of Exhibit A-6, adding an additional $24,009.00 for a revised total agreement of $347,429.00; and

WHEREAS, the Parties amended the Agreement effective January 30, 2022 via Amendment No. 7 to extend the Purchase Schedule Term for ReDoc xfit Software, ReDoc Physical Therapy Home Exercise Program module, Outcomes Management System module, and AgilityEH by virtue of Exhibit A-7 and Exhibit A-8, to be coterminous with Purchase Schedule #7, adding an additional $235,184.00 for a revised total agreement of $582,613.00; and

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

WHEREAS, the Parties amended the Agreement effective June 12, 2024 via this Amendment No. 8 to add an additional $16,216.00 for a revised total Agreement amount of $598,829.00 with no changes to the scope of work or term of Agreement; and

WHEREAS, the Parties amended the Agreement effective November 21, 2024 via this Amendment No. 9 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-9 through November 30, 2025, and Agility EH by virtue of Exhibit A-9.1 through November 30, 2025, adding an additional $81,788 for a revised total Agreement amount of $680,617; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Parties now desire to renew and amend the Agreement via this Renewal and Amendment No. 10 to extend the Purchase Schedule Term for ReDoc xfit Software and modules of Exhibit A-10 through November 30, 2027, and Agility EH by virtue of Exhibit A-10.1 through November 30, 2027, adding an additional $175,807 for a revised total Agreement amount of $856,424.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and representations set forth in this Renewal and Amendment No. 10, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto intending to be legally bound agree as follow:

1. Recitals. The above Recitals are incorporated herein by reference.

2. Section 1 (a) shall be amended to the following:
   "License Grant. Subject to the terms and condition and limitations set forth in this Agreement, Net Health hereby grants to CUSTOMER, and CUSTOMER accepts and receives the non-exclusive, non-transferable licenses more fully described in the Purchase Schedules (the "Licensed Software") titled as Exhibit A-10 and Exhibit A-10.1 attached hereto this Renewal and Amendment No. 10 and all related materials and services supplied by Net Health hereunder in accordance with the documentation provided by Net Health for the number of designated sites and healthcare providers/users (each an "Authorized Site/Provider") as set forth in the Purchasing Schedules.

3. Effect on Agreement. In the event of a conflict between the terms and conditions of this Renewal and Amendment No. 10 and the terms and conditions of the Agreement, Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No.8, and Amendment No. 9, the terms and conditions of this Renewal and Amendment No. 10 shall control. Except as set forth in this Renewal and Amendment No. 10, all other terms and conditions of the Agreement are incorporated herein by reference and shall remain in full force and effect.

Signature page to follow

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

IN WITNESS WHEREOF, the Parties have caused this Renewal and Amendment No. 10 to be executed effective as of the date of last signature below.

NET HEALTH SYSTEMS, INC.

DocuSigned by:

By: Joshua M. Moyer
B72CF1C0B2054D2...

Name: Joshua M. Moyer

Title: Chief Risk Officer & General Counsel

Date: 12/15/2025 | 1:20 PM PST

COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER

By: _____

Name: Charles R. Harris

Title: CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor Controller

Date: _____

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

Q-27970
CON-008247

Exhibit A-10
TO
Master Agreement
PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION						
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)	2	BILLING START DATE:	December 1, 2025			
SKU Code	**Description - Authorized Site/Providers**	**Qty**	**One-Time Fees / Unit**	**Total One-Time Fees**	**Annual Fees / Unit**	**Total Annual Fees**
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
REx-HC ANNUAL-PS-R REx-EFAX-IBOB REx-OPERATIONAL ANALYTICS REx-FOTOOM REx-SCH REx-HOSP-CLI REx-HOSP-BILL REx-HOSP-ADT	**Net Health ReDoc for Hospital Outpatient** **Includes the following features:** • Annual Health Checks billed annually • E-Fax Module IB/OB • Missed Visit Predictor • FOTO Patient Outcomes Manager • Scheduling Interface • Clinical Documentation Interface Hospital • Billing Interface Hospital • ADT Interface Hospital	1	$0.00	$0.00	$71,791.88	$71,791.88
REx-HOSP-NC	Net Health Therapy for Hospital Outpatient ***Non-Clinical User***	3	$0.00	$0.00		Included Above
REx-HOSP-PT	Net Health Therapy for Hospital Outpatient ***Part Time/PRN***	5	$0.00	$0.00		Included Above
REx-HOSP-FT	Net Health Therapy for Hospital Outpatient ***Full Time***	11	$0.00	$0.00		Included Above
REx-BIOEX	BioEx (Home Exercise Program)	16	$0.00	$0.00		Included Above
REx-INPHONEC500	Inphonite Call Reminder Credits (500 credits)	1	$0.00	$0.00		Included Above
REx-EFAXUSE-IBOB	E-Fax Module IB/OB (per page)	1	$0.00	$0.00	$0.07	Variable
REx-PEM-SSR REx-PEM-RM REx-PEM-EM REx-PEM-DI	**Net Health Patient Engagement Suite for ReDoc** **Includes the following features:** • Self Scheduling Requests • Reputation Management • Email Marketing and Patient Messaging • Digital Intake	1	$0.00	$0.00		Included Above
REx-PEM	Patient Engagement Suite (1st Site)	1	$0.00	$0.00		Included Above

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)	**$0.00**		**$71,791.88**

Docusign Envelope ID: 88BA1FA1-DEEC-41FA-AEA2-6068AD155BCB

EXHIBIT A-10 continued

NET HEALTH REDOC PERFORMANCE HEALTH CHECK STATEMENT OF WORK

DESCRIPTION OF CONSULTING SERVICES:

NET HEALTH REDOC 360 PERFORMANCE HEALTH CHECK - Net Health shall provide a liaison to review current ReDoc features, configurations, and workflows to determine opportunities for improved patient outcomes, financial performance and visit management. At the end of the engagement, you will receive a ReDoc Performance Health Check Analysis Report detailing the results of your review and align recommendations to optimize your clinical and business operations.

Services will be provided in accordance with the following Phases:

PHASE 1 (DATA COLLECTION)

GOAL: *Identify the critical clinical and operational data collection endpoints supporting the work performed within the outpatient therapy department.*

1. Schedule a call (1 hour) to formally introduce the Health Check process
2. Discuss how ReDoc Performance Health Check will be conducted
3. Discuss the overall flow of clinical and operational staff and the department's workflow

PHASE 2 (CONDUCT USER ANALYSIS FOR LEADING PRACTICE)

GOAL: *Conduct a targeted Needs Analysis to examine client's current ReDoc features, configurations, and operational processes to determine opportunities for workflow and performance improvement.*

1. Review currently activated features and configurations within ReDoc (Registration, Scheduling, Documentation, Reports, Patient Outcomes)
2. Conduct a ReDoc User and Performance Analysis for leading practices
3. Completion of a ReDoc Utilization Scorecard
4. Assess and quantify key performance indicator opportunities to enhance patient outcomes, financial performance, and visit management. Client's key performance indicators will be ranked against the top performers within the ReDoc database.

PHASE 3 (POST- REDOC PERFORMANCE HEALTH CHECK RESULTS)

GOAL: *Review findings and recommendations to establish processes to close deficiencies, optimize clinical, operational, financial, and compliance processes to optimize ReDoc and clinic performance.*

1. Schedule a call (1-2 hours) to review HealthCheck findings
2. Discuss next steps to leverage opportunities available within ReDoc

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Q-33108
CON-008822

Exhibit A-10.1
To
Master Agreement

PURCHASE SCHEDULE

This PURCHASE SCHEDULE ("Purchase Schedule") is entered into and made effective as of the date of last signature below ("Purchase Schedule Effective Date") by and between Net Health Systems, Inc. ("Net Health") and The County of Monterey on behalf of Natividad Medical Center ("CUSTOMER") in connection with and subject to the Master Agreement with an effective date of August 31, 2016 executed between the parties (the "Agreement").

Annual SUBSCRIPTION			
INITIAL TERM (NO. OF YEARS/ANNUAL PAYMENTS)	2	BILLING START DATE:	December 1, 2025

SKU Code	Description - Authorized Site/Providers	Qty	One-Time Fees / Unit	Total One-Time Fees	Annual Fees / Unit	Total Annual Fees
Natividad Medical Center - 1441 Constitution Boulevard, Salinas, CA 93906						
AG-EH-HOSP-H	EH 1st Hospital Site (includes 5 concurrent users per hospital)	1	$0.00	$0.00	$13,926.24	$13,926.24
AG-IBHOSP-DEV-H	Immunization Export to State Registry Interface - Setup	1	$2,500.00	$2,500.00	$0.00	$0.00
AG-IBHOSP-H	Immunization Export to State Registry Interface	1	$0.00	$0.00	$1,800.00	$1,800.00
AG-EH-ADD HOSPSUP-H	Additional EH Hospital Site - Perpetual Maintenance / Support	1	$0.00	$0.00	$0.00	$0.00
AG-ADOBE-H	Adobe Standard Monthly Subscription License	1	$0.00	$0.00	$385.20	$385.20

TOTAL FEES ON PURCHASE SCHEDULE (Applicable Taxes and Expenses Billed Separately)	$2,500.00		$16,111.44

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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 Mary L. Adams to:

Agreement No.: A-14537 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 3 to the agreement (A-14537) with MD Buyline, Inc., a symplr company for medical equipment pricing analysis services plus associated consulting services, extending the agreement an additional one (1) year period (January 3, 2024 through January 2, 2025) for a revised full agreement term of January 3, 2018 through January 2, 2025, and adding $26,352 for a revised total agreement amount not to exceed $196,437.

PASSED AND ADOPTED on this 11th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 11, 2024.

Dated: June 12, 2024
File ID: A 24-254
Agenda Item No.: 19

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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DocuSign Envelope ID: 1E959FCA-463A-4DCF-BD42-1AF0170B565D

Agreement A-14537

RENEWAL AND AMENDMENT NO. 3
TO MEMBERSHIP AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Renewal and Amendment No. 3 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member"), and MD Buyline, Inc., a symplr company ("MD Buyline").

RECITALS

WHEREAS, the Agreement was executed with Member and MD Buyline for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Member and MD Buyline amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Member and MD Buyline currently wish to renew and amend the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 and Renewal and Amendment No. 2 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
   "The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2025 unless sooner terminated pursuant to the terms of this Agreement.

   The Annual Fee for 2024 shall be $26,352 (an 8% increase from previous year)

   Revised total Agreement amount shall not exceed $196,437.

   Furthermore, Member shall continue to receive the SOS solution on a per project basis and only when requested by Member."

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DocuSign Envelope ID: 1E959FCA-463A-4DCF-BD42-1AF0170B565D

2. Section 5.1, "**TERMINATION**" of the Original Agreement shall be removed in its entirety.

3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Renewal and Amendment No. 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.

4. This Renewal and Amendment No. 3 shall be effective retroactively on January 3, 2024.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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DocuSign Envelope ID: 1E959FCA-463A-4DCF-BD42-1AF0170B565D

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles R. Harris 4E1F837D204E481...
Charles R. Harris, CEO

Date: 6/17/2024 | 9:25 AM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta 698D21D44C4341D...
Monterey County Deputy County Counsel

Date: 5/21/2024 | 12:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 3E7E857875454AE...
Monterey County Deputy Auditor/Controller

Date: 5/21/2024 | 2:52 PM PDT

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: DocuSigned by: Justin Rofel 92CDA4044A9E5A57...
(Signature of: Chair, President, or Vice-President)

Justin Rofel
Name and Title

Date: 5/2/2024 | 6:13 PM CDT

By: DocuSigned by: Hugo Doetsch 6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch
Name and Title

Date: 5/2/2024 | 1:30 PM CDT

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

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Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

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 Mary L. Adams to:

Agreement No.: A-14537 ; Amendment No.: 4
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-14537) with MD Buyline, Inc., a symplr company, for medical equipment pricing analysis subscription services, extending the agreement an additional one (1) year period for a revised full agreement term of January 3, 2018 through January 2, 2026, and adding $27,934 for a revised total agreement amount not to exceed $224,371.

PASSED AND ADOPTED on this 3rd day of December 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 3, 2024.

Dated: December 9, 2024
File ID: A 24-572
Agenda Item No.: 57

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

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Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

Agreement A-14537

AMENDMENT NO. 4
TO MEMBERSHIP SUBSCRIPTION AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Amendment No. 4 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member"), and MD Buyline, Inc., a symplr company ("MD Buyline").

RECITALS

WHEREAS, the Agreement was executed with Member and MD Buyline for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Member and MD Buyline amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for subscription services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Member and MD Buyline renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for subscription services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

WHEREAS, Member and MD Buyline agree to amend the Agreement via Amendment No. 4 to extend the term for an additional 1 year period, beginning January 3, 2025 and to extend through January 2, 2026 for a revised full Agreement term of January 3, 2018 through January 2, 2026 to allow for the subscription services to continue for an additional $27,933.12 for a revised total Agreement amount not to exceed $224,370.12.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, and Renewal and Amendment No. 3 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:
   "The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2026 unless sooner terminated pursuant to the terms of this Agreement.

   The Annual Fee for 2025 shall be $27,933.12.

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

Revised total Agreement amount shall not exceed $224,370.12.

Furthermore, Member shall continue to receive the SOS solution on a per project basis and only when requested by Member."

2. This Amendment No. 4 shall be effective on January 3, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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Docusign Envelope ID: 141ADD77-A6BE-422E-B150-2DF6EF3354F6

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/12/2024 | 4:21 PM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
866D21D44C43410...
Monterey County Deputy County Counsel

Date: 12/12/2024 | 3:12 PM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657876454AE...
Monterey County Deputy Auditor/Controller

Date: 1/22/2025 | 4:50 PM PST

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

_____
Name and Title

Date: _____

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____
Name and Title

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Docusign Envelope ID: DCD1A737-BC41-4D76-B89D-1D057731E21C

Docusign Envelope ID: 2C93DEBC-CCC4-41DF-899C-20D7F4F73C32

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

DocuSigned by:
By: Justin Rofel
92B8AA84A925427...
(Signature of: Chair, President, or Vice-President)

Justin Rofel SVP Finance & Planning
Name and Title

Date: 11/18/2024 | 1:30 PM CST

DocuSigned by:
By: Hugo Doetsch
6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch CFO
Name and Title

Date: 11/18/2024 | 1:49 PM CST

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

RENEWAL AND AMENDMENT NO. 5
TO MEMBERSHIP SUBSCRIPTION AGREEMENT
BETWEEN MD BUYLINE, INC., A SYMPLR COMPANY AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
SUBSCRIPTION AND CONSULTING SERVICES

This Renewal and Amendment No. 5 to the Membership Agreement ("Agreement") which was effective on January 3, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("Member" or "Customer"), and MD Buyline, Inc., a symplr company ("MD Buyline" or "symplr").

RECITALS

WHEREAS, the Agreement was executed with Customer and symplr for Subscription and Consulting Services with a forty-eight (48) month term through January 2, 2022 and a total Agreement amount not to exceed $91,996; and

WHEREAS, Customer and symplr amended the Agreement on October 28, 2019 via Amendment No. 1 to add consulting services to yield cost savings related to equipment and relevant equipment maintenance and to add an additional $30,000 for a revised amount not to exceed $121,996 with no change to the Agreement term of January 3, 2018 through January 2, 2022; and

WHEREAS, the Agreement expired on January 2, 2022; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 2 on the same or similar terms, beginning January 3, 2022 and to extend the term for an additional two (2) year period through January 2, 2024 for a revised full Agreement term of January 3, 2018 through January 2, 2024 to allow for subscription services to continue with an increase of $48,089 for a revised total Agreement amount not to exceed $170,085; and

WHEREAS, the Agreement expired on January 2, 2024; and

WHEREAS, Customer and symplr renewed and amended the Agreement via Renewal and Amendment No. 3 on the same or similar terms, beginning January 3, 2024 and to extend the term for an additional one (1) year period through January 2, 2025 for a revised full Agreement term of January 3, 2018 through January 2, 2025 to allow for subscription services to continue with revisions to the annual fee percentage and to add an additional $26,352 for a revised total Agreement amount not to exceed $196,437; and

WHEREAS, Customer and symplr amended the Agreement via Amendment No. 4 to extend the term for an additional 1 year period, beginning January 3, 2025 and to extend through January 2, 2026 for a revised full Agreement term of January 3, 2018 through January 2, 2026 to allow for the subscription services to continue for an additional $27,933.12 for a revised total Agreement amount not to exceed $224,370.12; and

WHEREAS, the Agreement expired on January 2, 2026; and

WHEREAS, Customer and symplr agree to renew and amend the Agreement retroactive to January 3, 2026 via Renewal and Amendment No. 5 to extend the term for an additional 1 year period, beginning January 3, 2026 and to extend through January 2, 2027 for a revised full Agreement term of January 3, 2018 through January 2, 2027 to allow for the subscription services to continue for an additional $25,859.43 for a revised total Agreement amount not to exceed $250,229.55

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Renewal and Amendment No. 2, Renewal and Amendment No. 3, and Amendment No. 4 herein by this reference, except as specifically set forth below.

1. "ORDER SCHEDULE" Section A shall be amended to the following:

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

"The agreed full Term of the Agreement is from January 3, 2018 through January 2, 2027 unless sooner terminated pursuant to the terms of this Agreement.

The Annual Fee for 2026 shall be $25,859.43.

Revised total Agreement amount shall not exceed $250,229.55.

Customer shall no longer receive the Recall Tracker and SmartMatch solutions. The Annual Fee is revised to reflect the discontinuation of such solutions.

Furthermore, Customer shall continue to receive the SOS solution on a per project basis and only when requested by Customer."

2. This Renewal and Amendment No. 5 shall be effective retroactively on January 3, 2026.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Docusign Envelope ID: 5CD90364-72FD-4A3D-9E49-5253824CEE0D

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 5 on the basis set forth in this document and have executed this Renewal and Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 12/19/2025 | 2:59 PM PST

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 12/22/2025 | 10:07 AM PST

CONTRACTOR

MD Buyline, Inc., a symplr company
CONTRACTOR's Business Name
See instructions below

By: Signed by: Won Kim E400F632FDBC457...
(Signature of: Chair, President, or Vice-President)

Won Kim VP FP & A
Name and Title

Date: 12/15/2025 | 8:12 AM CST

By: Signed by: 6DEDD8B1752F4F2...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Hugo Doetsch CFO
Name and Title

Date: 12/15/2025 | 11:20 AM CST

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 (two signatures required).

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 (two signatures required).

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 (one signature required).