County of Monterey

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

Meeting Agenda - Final

Tuesday, March 10, 2026
9:00 AM

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

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

Board of Supervisors

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

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

https://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:

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

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

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

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

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

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

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

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

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

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

P = Presented

NP = Not presented

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

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

9:00 A.M. - Called to Order

Roll Called

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) Cindy Culver (Worker's Compensation Appeals Board No. ADJ17952809)
   (2) Destiny Gonzalez, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 22CV002572)
   (3) Joseph Macaluso, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 24CV003621)
   (4) Monterey County Vacation Rental Alliance v. County of Monterey, et al. (Monterey County Superior Court case no. 24CV004922)

   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 Recessed 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. - Reconvened on Public Agenda Items

Roll Called

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 Robin McCrae on her retirement and recognizing her decades of exemplary service to Monterey County through Community Human Services. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - Robin McCrae Retirement

3. Adopt a resolution honoring Social Workers, in recognition of National Social Work Month during March 2026. (Supervisor Root Askew) (P)

Attachments: Ceremonial Resolution - National Social Work Month

4. Adopt a resolution honoring Kelli Uldall and Steve Snider upon their selection as the recipients of the Monterey Peninsula Chamber of Commerce 2025 Citizens of the Year. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Kelli Uldall & Steve Snider

5. Adopt a resolution honoring Daniel Baldwin upon his selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Community Impact Award. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Daniel Baldwin

6. Adopt a resolution honoring Robin McCrae upon her selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Ruth Vreeland Memorial Public Official of the Year. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Robin McCrae

7. Adopt a resolution honoring Keith Severson upon his selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Robert C. Littlefield Award for Lifetime Achievement. (Supervisor Daniels) (NP)

Attachments: Ceremonial Resolution - Keith Severson

8. Adopt a resolution honoring the recipient of the 2025 Monterey Peninsula Chamber of Commerce

Business of the Year Award. (Supervisor Daniels) (NP)

Appointments

9. Reappoint Michael Ferguson to the Agricultural Advisory Committee as an At Large Representative with a term end date of June 30, 2026. (Nominated by Agricultural Advisory Committee)

Attachments: Notification to Clerk of Appt - Michael Ferguson
Application - Michael Ferguson

10. Appoint Virginia Mendoza to the Commission On The Status Of Women representing District 1 as a Primary Representative with a term end date of February 1, 2029. (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Virginia Mendoza
Application - Virginia Mendoza
Resume - Virginia Mendoza

11. Appoint Debra Hopgood to the Emergency Medical Care Committee (EMCC) representing the Emergency Medical Services Agency as an Ex-Officio member with a continuous term until no longer the Director of Emergency Medical Services. (Nominated by Emergency Medical Care Committee)

Attachments: Notification to Clerk of Appt - Debra Hopgood
Application - Debra Hopgood
Resume - Debra Hopgood
Emergency Medical Care Committee Nomination - Debra Hopgood

12. Reappoint Kelsey Scanlon to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Management as an Ex-Officio member with a continuous term until no longer the Director of Department of Emergency Management. (Nominated by Emergency Medical Care Committee)

Attachments: Notification to Clerk of Appt - Kelsey Scanlon
Application - Kelsey Scanlon
Emergency Medical Care Committee Nomination - Kelsey Scanlon

13. Reappoint Lee Ann Magoski to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Communications as an Ex-Officio member with a continuous term until no longer the Director of Emergency Communication Department. (Nominated by Emergency Medical Care Committee)

Attachments: Notification to Clerk of Appt - Lee Ann Magoski
Application - Lee Ann Magoski
Resume - Lee Ann Magoski
Emergency Medical Care Committee Nomination - Lee Ann Magoski

14. Appoint Leslie Oliver to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Communications as an Alternate Ex-Officio member with a continuous term until no longer qualified or replaced. (Nominated by Emergency Medical Care Committee)

Attachments: Notification to Clerk of Appt - Leslie Oliver
Application - Leslie Oliver
Bio - Leslie Oliver
Emergency Medical Care Committee Nomination - Leslie Oliver

15. Appoint Raymond Buenaventura to Juvenile Justice Coordinating Council (JJCC) as a representative of the Public Defender's Office with a term expiration date at the pleasure of the board. (Nominated by Juvenile Justice Coordinating Council)

Attachments: Notification to Clerk - Raymond Buenaventura
Bio - Raymond Buenaventura

16. Appoint John O'Brien to the Emergency Medical Care Committee (EMCC) as a Citizens Representative with a term end date of June 30, 2026 (Nominated by Debra Hopgood, Acting Bureau Chief, Emergency Medical Services Agency)

Attachments: Notification to Clerk of Appt - John O'Brien
Application - John O'Brien
Bio - John O'Brien
Emergency Medical Care Committee Nomination - John O'Brien

17. Reappoint Kathleen Ballesteros to the Housing Authority of Monterey County representing District 1 with a term end date of March 10, 2030. (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Kathleen Ballesteros
Application - Kathleen Ballesteros

18. Reappoint Arpi Tanilian to the Workforce Development Board as a Business Representative with a term end date of March 7, 2029 (Nominated by Workforce Development Board)

Attachments: Notification to Clerk of Appt - Arpi Tanilian
Application - Arpi Tanilian

19. Reappoint Erik Cushman to the Workforce Development Board as a Business Representative with a term end date of December 11, 2028. (Nominated by Workforce Development Board)

Attachments: Notification to Clerk of Appt - Erik Cushman
Application - Erik Cushman

20. Reappoint Efrain Aguilera to the Workforce Development Board as a Labor Representative with a term end date of January 10, 2029. (Nominated by Workforce Development Board)

Attachments: Notification to Clerk of Appt - Efrain Aguilera
Application - Efrain Aguilera

21. Reappoint Justin McIntire to the Workforce Development Board as a Department of Rehabilitation Representative with a term end date of March 7, 2029. (Nominated by Workforce Development Board)

Attachments: Notification to Clerk of Appt - Justin McIntire
Application - Justin McIntire

22. Reappoint Alexandra Eastman to the Agricultural Advisory Committee as an At-Large Representative with a term end date of June 30, 2027. (Nominated by Agricultural Advisory Committee)

Attachments: Notification to Clerk of Appt - Alexandra Eastman
Application - Alexandra Eastman

23. Appoint Katrina Hodges to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission as a Public Representative representing the population of beneficiaries to be served by the Commission with a term end date of March 10, 2030 (Nominated by Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission)

Attachments: Notification to Clerk of Appt - Katrina Hodges
Application - Katrina Hodges

24. Appoint Raphael A. Barrios to San Ardo Water District as a Primary Representative with a term expiration date on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Raphael A. Barrios
Resume - Raphael A. Barrios
Letter of Interest - Raphael A. Barrios

25. Reappoint Charles Nelson to the Fish & Game Advisory Commission representing District 1 as a Primary Representative with a term end date of February 1, 2029 (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Charles Nelson
Application - Charles Nelson

Approval of Consent Calendar – (See Supplemental Sheet)

26. See Supplemental Sheet

General Public Comments

27. General Public Comments

Scheduled Matters

28. Ceremony for the Unveiling Covid-19 Memorial Garden and Art, and Community Acknowledgments (The Ceremony will begin inside the Supervisors Chamber acknowledging community partners and donors, and then continue outside at the garden).

12:00 P.M. - Recess to Lunch/Covid Memorial Unveiling Ceremony

1:30 P.M. - Reconvened

Roll Called

Scheduled Matters

29. Receive a presentation from two of the four Development Set-Aside Agencies, Monterey County Film Commission (MCFC) and Arts Council for Monterey County (Arts4MC) for FY25-26.

Attachments: Board Report
Item No. 29 Presentation - MCFC
Item No. 29 Presentation - Arts4MC

Other Board Matters

Referral Matrix and New Referrals

30. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

Referral Responses

31. a. Consider adoption of an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County.

b. Find that the adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.
CEQA Action: Categorically Exempt.

Attachments: Board Report
Attachment A - Board Referral No. 2025.11
Attachment B - Draft Ordinance
Attachment C - Location Map
Item No. 31 Presentation

County Administrative Officer Comments

32. County Administrative Officer Comments

Board Comments

33. Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

34. Authorize the Chief Executive Officer for Natividad Medical Center or a designee to a execute renewal & amendment No. 2 to the agreement (A-13931) with each of JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full agreement term of May 1, 2018 through April 30, 2027, with no change to the aggregate amount of $2,000,000 across all agreements.

Attachments: Board Report
JKL Construction Services Renewal & Amendment No. 2
Bogard Construction Renewal & Amendment No. 2
JKL Construction Services Renewal & Amendment No. 1
Bogard Construction Renewal & Amendment No. 1
JKL Construction Services Inc Agreement
Bogard Construction Inc Agreement

35. a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2026 to March 31, 2028) for a revised full agreement term of July 1, 2017 to March 31, 2028, but with no change to the Board approved not to exceed amount of $300,000; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

Attachments: Board Report
Lena Nerjis Malik MD Fifth Amendment
Lena Nerjis Malik MD Fourth Amendment
Lena Nerjis Malik MD Third Amendment
Lena Nerjis Malik MD Second Amendment
Lena Nerjis Malik MD First Amendment
Lena Nerjis Malik MD Agreement

36. a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with AG Infectious Diseases, A Medical Corporation to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of January 23, 2025 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and

b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

Attachments: Board Report
AG Infectious Diseases, A Medical Corporation First Amendment
AG Infectious Diseases A Medical Corporation Agreement

37. a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Hayvenhurst Infectious Diseases Consultants, Inc. to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of November 1, 2024 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

Attachments: Board Report
Hayvenhurst Infectious Diseases Consultants Inc. First Amendment
Hayvenhurst Infectious Diseases Consultants Inc.Agreement

38. a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2019 to June 30, 2028 and adding $1,800,000 for a revised not to exceed amount of $4,515,000 in the aggregate; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $4,580,000.

Attachments: Board Report
Thai Lan N Tran MD Amendment No.5
Thai Lan N Tran MD Amendment No.4
Thai Lan N Tran MD Amendment No.3
Thai Lan N Tran MD Amendment No.2
Thai Lan N Tran MD Amendment No.1
Thai Lan N Tran MD Agreement

39. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute Renewal and Amendment No. 2 to the non-standard agreement (A-14980) with Quality Assurance Services, Inc., for radiation physics and performance testing of radiology equipment services at NMC, extending the agreement for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full agreement term of January 1, 2021 through December 31, 2027, and adding $70,841 for a revised total agreement amount not to exceed $254,393.

Attachments: Board Report
Quality Assurance Services, Inc. Renewal and Amendment No. 2
Quality Assurance Services, Inc. Renewal and Amendment No. 1
Quality Assurance Services, Inc. Agreement

40. a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-17371) with RGTACS Inc Professional Corporation, a California professional corporation dba RGTACS INC., to provide general and acute care surgical services, extending the term by 2 years (June 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2024 to June 30, 2028, but with no change to the Board approved not to exceed amount of $500,000; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

Attachments: Board Report
RGTACS_Ginwalla Rashna MD 2nd Amendment
RGTACS, INC. Agreement
RGTACS, INC. Amendment No. 1
RGTACS, INC. Assignment and Assumption Agreement of Professional Services

41. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows as indicated in Attachment A;

b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Obstetrics (OB) Fellow with the salary range as indicated in Attachment B, effective March 7, 2026; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit FL in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Attachment A - Unit FL
Attachment B - Create OB Fellow
Board Resolution - Create OB Fellow Classification

Health Department

42. a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 with San Jose Boiler Works, Inc., for the provision of maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities, adding $80,026 for a new total Agreement amount of $155,026 and extending the term three years for a new term of August 1, 2022 through July 31, 2028;
b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% ($7,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $162,526; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Amendment No. 1
Agreement

43. a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to Agreement No. A-17223 with Society for the Prevention of Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and veterinary services to shelter animals on an as-needed basis only, adding $100,000 for a new total Agreement amount of $142,000 and extending the term three years for a new term of February 20, 2025 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% ($4,200) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $146,200.

Attachments: Board Report
Amendment No. 1
Board Order
Agreement

44. a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a retroactive Amendment No. 3 to Lease Agreement No. A-12809, effective November 13, 2025 with King City Town Square, LLC. (Lessor), for approximately 8,713 rentable square feet of office space located at 200 Broadway, Suites 70 and 88, King City, California, for use by the Health Department's Behavioral Health Bureau (Health);
b. Authorize the Auditor-Controller to make lease payments of $10,174 per month in accordance with the terms of the Lease Agreement; and
c. Authorize the extension of the Lease Agreement for one (1) additional three (3) year term under the same terms and conditions, including the new provisions to Exhibit D and Exhibit E as set form in this Amendment No. 3, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

Attachments: Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Board Order
Original Lease Agreement

45. a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement between the County of Monterey and Salinas Valley Health Medical Center for the designation of Salinas Valley Health Medical Center as a Base Hospital for the provision of medical control and direction to advanced life support (ALS) prehospital Emergency Medical Services (EMS) personnel, for the term of execution through June 30, 2030, with no exchange of funds;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly change the scope of services.

Attachments: Board Report
2025-12-23 Base Hospital Designation Agreement SVH - Final

46. Approve and authorize the Chair to execute a minor Amendment (Amendment No. 1) to the Hitchcock Road Animal Services (HRAS)' Joint Powers Authority (JPA) Joint Exercise of Powers Agreement (JPA Agreement) to clarify the JPA's insurance coverage obligations and satisfy potential carrier requirements.

Attachments: Board Report
Amendment No. 1
Amendment No. 1, JPA Agreement, with proposed new insurance language (redlined)
Amendment No. 1, JPA Agreement, with proposed new insurance language (clean)
JPA Agreement (originally fully executed)
Board Order

47. Approve the County of Monterey Emergency Medical Services Plan for 2025 and authorize the Emergency Medical Services Agency Director to submit the Plan to the California Emergency Medical Services Authority.

Attachments: Board Report
2025 County of Monterey EMS Plan

Department of Social Services

48. a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 2 to Agreement #5010-219 with Community Human Services to provide a year-round shelter for youth who are homeless in the County of Monterey adding $15,370 for a new contract total of $135,370 with no change to the contract term of July 1, 2022 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($13,537) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $148,910.

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

49. a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #2 to Agreement #5010-515 with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas, adding $12,294 for a new contract total of $1,016,879 with no change to the term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($101,688) of the amended contract amount, do not significantly change the scope of work, and do not exceed the

maximum aggregate amount of $1,118,567.

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

Criminal Justice

50. a. Approve and authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with Central Coast Overdose Prevention (CCODP) to provide professional services including outreach, harm reduction and referrals for substance use treatment within County Probation operated facilities at no cost, effective April 1, 2026 through March 31, 2031; and
b. Authorize the Chief Probation Officer to sign future extensions or amendments to the MOU where the amendments do not significantly alter the scope of services or add cost for services.

Attachments: Board Report
MOU - CCODP and PROBATION FY2026-2031

51. Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PayGov.US, LLC for electronic payment services for the Civil Records Management System, at no cost to the County upon execution to November 30, 2028.

Attachments: Board Report
PayGov NonStandard Agreement

52. a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with University of Cincinnati Research Institute to provide training on Effective Practices in Community Supervision (EPICS), effective April 1, 2026 through June 30, 2027, not to exceed $176,750; and
b. Authorize the Chief Contracts and Procurement Officer or designee to execute future amendments to the Agreement provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Chief Contracts and Procurement Officer.

Attachments: Board Report
NS Agreement- UCRI -EPICS Training 2026-2027

53. Approve and authorize the County Purchasing Agent or their designee to execute Amendment #2 with We Create Content Corporation, to provide a strategic marketing and communication plan for the Sheriff's Office, by extending the contract to June 30, 2026 and adding $30,000 for a new not to exceed total of $230,000.

Attachments: Board Report
Agreement with Amendment 1
Amendment 2

General Government

54. Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a term of July 1, 2026, to June 30, 2027, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $12,900

Attachments: Board Report
Agreement
Exhibit A

55. Approve and authorize the Contracts/Purchasing Officer or designee to execute a Renewal and Amendment 1 to the Agreement with Community Initiatives, a finance partner for the Transformative Climate Communities Grant, extending the agreement term by 18-months for a revised term of July 1, 2023 through December 31, 2026, with no increase to the contract maximum of $291,064.

Attachments: Board Report
Proposed Renewal and Amendment 1
Executed Standard Agreement
Signed Proposed Renewal and Amendment 1

56. a. Approve and authorize the Registrar of Voters to execute all necessary documents required to be awarded the Help America Vote Act (HAVA) federal election security funds, including but not limited to, executing Agreement 25G27127 with the Secretary of State's office to claim grant reimbursement through December 31, 2026, with the total amount not to exceed $8,325 for election security; and
b. Authorize the Registrar of Voters to execute future amendments to Agreement 25G27127.

Attachments: Board Report
Exhibit A - Agreement 25G27127

57. Consider adopting a resolution to:
a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000 funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000 to facilitate an interfund transfer from the ITD

Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

Attachments: Board Report
Resolution

58. a Approve and Authorize the Chief Information Officer (CIO) to submit a State and Local Cybersecurity Grant application to California Office of Emergency Services for the provision of funding to offset the costs associated with improving cybersecurity posture; and
b. Authorize the CIO to sign the necessary documents to accept the funding if awarded.

Attachments: Board Report

59. a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

Attachments: Board Report
Resolution

60. a. Approve Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District.
b. Approve expenditure of $14,276 from District 2's discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park.
c. Authorize Director of Public Works, Facilities and Parks (PWFP) or designee to execute Agreement.

Attachments: Board Report
Attachment 1_Proposed Agreement
Attachment 2_Moss Landing Harbor District Resolution No. 26-02

61. a. Authorize the Chief Information Officer or his designee to execute a Non-Standard Agreement with ePlus Technology Incorporated, a Carahsoft Technology Corporation re-seller of hardware, software, and support solutions, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 220105, Technology Solutions, Products and Services retroactive from the term of January 11, 2026 through January 10, 2032, in an amount not to exceed $3,250,000; and
b. Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with Carahsoft Technology Corporation and reseller ePlus

Technology for the purchase of technology products and services; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer.

Attachments: Board Report
ePlus Technology Reseller Agreement with Carahsoft- TIPS 220105
Board Order A 26-043

62. a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-standard agreement with Regional Government Services Authority (RGS) for the provision of human resources consulting services, in the amount of $13,900 for a term from the date it is fully executed through December 31, 2026; and
b. Accept the non-standard terms and conditions as recommended by the Human Resources Department and County Counsel Office; and
c. Approve and authorize the Contracts and Purchasing Officer or designee to execute future amendments, provided they do not exceed an aggregate amount of $20,000.

Attachments: Board Report
Agreement between the County and Regional Government Services Authority

Housing and Community Development

63. a. Approve and authorize the Housing and Community Development Director or their designee to execute a Funding Agreement with Signal Hill, LLC, for $81,788 to fund biological monitoring services, along with administrative costs, and a contingency fee, for a term beginning upon execution through March 31, 2031;
b. Approve and authorize the Housing and Community Development Director or their designee to execute a Professional Services Agreement with EMC Planning Group, Inc., for $72,351 (Base Budget $62,914 and 15% Contingency Fee $9,438) to provide biological monitoring services related to Coastal Development Permits (PLN100338 and PLN240077) for a term beginning upon execution through March 31, 2031; and
c. Authorize the Housing and Community Development Director or their designee to execute future amendments to both Agreements where the amendments to not significantly alter the scope of work or increase the Agreements' amounts by more than 10% ($8,179 and $7,236, respectively).

Attachments: Board Report
Attachment 1 - Draft Funding Agreement
Attachment 2 - Resolution 25-334

64. a. Approve a non-standard Professional Services Agreement in the amount of $15,000 with Workbench, Inc., to provide updates to the existing Accessory Dwelling Unit plans to incorporate and update the California Building Code for a term beginning from execution to

June 30, 2029 in an amount not to exceed $15,000; and

b. Authorize the Chief Contracts and Procurement Officer or designee to sign the non-standard Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($1,500);

Attachments: Board Report
Attachment 1 - Non-standard Professional Services Agreement

Public Works, Facilities and Parks

65. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309 funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5th vote required).

Attachments: Board Report
Attachment A - Resolution Final
Attachment B - Financial Summary
Attachment C - CSA 9 Map

66. Public hearing to consider adopting a resolution to:
a. Find that modification to the Public Works' fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article X - Public Works to adjust fees.

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B - Current Article X
Attachment C - Proposed Article X

67. a. Adopt Plans and Special Provisions for the San Ardo Sidewalk Project, Project No. 1178; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.
California Environmental Quality Act (CEQA) Action: A Notice of Exemption was filed on July 18, 2024, pursuant to CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities.

Attachments: Board Report
Attachment A - Location Map
Attachment B - Project Budget
Attachment C - Book 1 and 2

68. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5 vote required).

Attachments: Board Report
Attachment A - Resolution
Attachment B - Financial Summary
Attachment C - Location Map

69. Adopt a Resolution to:
a. Approve the Monterey County Fish and Game Advisory Commission recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds to award $50,000;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board, to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund Program award and to disburse the funding awards as delineated in Exhibit 1.

Attachments: Board Report
Attachment A - Fish and Game Code Section 13103
Attachment B - Board Resolution #81-239
Attachment C - Proposed FY2025-26 Grant Award Project Descriptions
Attachment D - Draft Resolution
Exhibit 1 Recommendation for FY 2025-26 PGF Award

70. a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, with a term from August 15, 2021 to August 14, 2026, for preventative maintenance, and on-call repair and emergency work for County's backup generators, to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions of the Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems and future amendments to the Agreement where the amendments do not significantly alter the scope of work of the Agreement or increase the approved Agreement amount subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

Attachments:
Board Report
Attachment A - A2 to Quinn Power Agreement
Attachment B - A1 to Quinn Power Agreement
Attachment C – Quinn Power Agreement
Attachment D - Annual Expenditures and Balance

Introduced: 3/2/2026
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) Cindy Culver (Worker's Compensation Appeals Board No. ADJ17952809)
(2) Destiny Gonzalez, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 22CV002572)
(3) Joseph Macaluso, et al. v. County of Monterey, et al. (Monterey County Superior Court case no. 24CV003621)
(4) Monterey County Vacation Rental Alliance v. County of Monterey, et al. (Monterey County Superior Court case no. 24CV004922)

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

Board Report

Legistar File Number: CR 26-005

Item No.2

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

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Robin McCrae on her retirement and recognizing her decades of exemplary service to Monterey County through Community Human Services. (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 Robin McCrae on her retirement and recognizing her decades of exemplary service to Monterey County through Community Human Services.

WHEREAS, Robin McCrae has dedicated over 33 years of compassionate, visionary, and transformative service to the residents of Monterey County through her work with Community Human Services (CHS); and

WHEREAS, Robin McCrae has served as a fierce advocate for vulnerable and underserved populations, working tirelessly to provide vital support in the areas of mental health, substance abuse recovery, homelessness prevention, and family preservation; and

WHEREAS, under **Robin McCrae**'s steadfast leadership, Community Human Services expanded its programs, broadened its partnerships, and strengthened its capacity to address complex community needs with dignity, empathy, and evidence-based practices; and

WHEREAS, Robin McCrae's unwavering commitment to equity and justice has empowered countless individuals and families to overcome hardship, access critical resources, and reclaim stability and hope; and

WHEREAS, Robin McCrae has been a respected and collaborative partner with cities, counties, schools, nonprofits, law enforcement, and healthcare agencies throughout Monterey County, always centering the needs of the most marginalized in policy development and service delivery; and

WHEREAS, Robin McCrae's retirement marks the culmination of a distinguished career rooted in public service, advocacy, and compassion, and leaves behind a legacy that will continue to uplift and strengthen the fabric of our community for generations to come; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors, on behalf of the County and all residents thereof, hereby extends its deepest gratitude and heartfelt congratulations to **Robin McCrae** on the occasion of her retirement, commends her for her decades of outstanding service to the people of Monterey County, and wishes her continued joy, health, and fulfillment in the next chapter of her journey.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-007

Item No.3

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

March 10, 2026

Introduced: 2/5/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Social Workers, in recognition of National Social Work Month during March 2026. (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 **Social Workers,** in recognition of **National Social Work Month** during March 2026.

WHEREAS, March is known across the United States as **National Social Work Month** with the official theme for March 2026 being "Social Workers Uplift, Defend, and Transform"; and

WHEREAS, Social Workers work with other professions, community groups, lawmakers, civil rights offices and organizations to bring equal rights and access to services across different settings for vulnerable populations; and

WHEREAS, Social Workers have continued to be on the front lines during emergencies and disasters, ensuring the safety and well-being of children, seniors, and people with disabilities; providing support to community members in county shelters; and providing personal protective equipment to caregivers and clients; and

WHEREAS, Social Workers are dedicated and compassionate professionals who make a critical impact in infant, child and adolescent development, aging and family caregiving, child and older/dependent adult protection, family services, health care navigation, behavioral health treatment and recovery, military and veteran's assistance, nonprofit management, education, and community development; and

WHEREAS, Social Workers influence many different organizations and human service systems and are employed in workplaces ranging from public, non-profit, and private agencies, hospice, hospitals, schools, clinics, businesses, military units, labor unions, advocacy groups, and foundations; and

WHEREAS, Social Workers provide safety net services to Monterey County residents regardless of socioeconomic status, religious or political affiliation, sexual orientation, ethnicity or culture, age and abilities, so they can live a successful and rewarding life; and

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby proclaim the month of March 2026 as **National Social Work Month** for the County of Monterey and call upon all its citizens to join with the National Association of Social Workers and the more than 700,000 workers around the nation in celebration and support of **Social Workers**.

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-009

Item No.4

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

March 10, 2026

Introduced: 2/4/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Kelli Uldall and Steve Snider upon their selection as the recipients of the Monterey Peninsula Chamber of Commerce 2025 Citizens of the Year. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Kelli Uldall** and **Steve Snider** upon their selection as the recipients of the **Monterey Peninsula Chamber of Commerce 2025 Citizens of the Year**.

WHEREAS, Kelli Uldall and **Steve Snider** are the owners of the award-winning *Carmel Magazine*, which they founded in 2000; and

WHEREAS, Kelli Uldall serves as the Art Director and Photographer, with responsibility for the overall look and visual direction of the Carmel Magazine; and

WHEREAS, Steve Snider oversees day-to-day business operations and determines the editorial content of each issue in the Carmel Magazine; and

WHEREAS, a talented artist from an early age, **Kelli Uldall** developed an interest in photography at the age of 10, being able to combine those skills into a career working with various publications and advertising agencies, in addition to raising a family and producing the magazine, Kelli serves on the board of the nonprofit animal rescue Our Neighborhood Pet Project and that has fostered more than 200 kittens; and

WHEREAS, with a background in publishing dating back to 1976, **Steve Snider** has worked for a series of weekly newspapers in Santa Cruz, and in his free time enjoys playing the guitar; and

WHEREAS, Steve Snider moved to the *Santa Cruz Sentin*el and in 1990 accepted a position at *The Monterey Herald*, where he and **Kelli Uldall** later met.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County, and its residents thereof, hereby congratulates **Kelli Uldall & Steve Snider** upon their selection as the recipients of the **Monterey Peninsula Chamber of Commerce 2025 Citizens of the Year.**

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-010

Item No.5

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

March 10, 2026

Introduced: 2/4/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Daniel Baldwin upon his selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Community Impact Award. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Daniel Baldwin** upon his selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Community Impact Award.**

WHEREAS, Dan Baldwin has led the Community Foundation for Monterey County as President/CEO since 2010; and

WHEREAS, Dan Baldwin is responsible for setting the overall vision of the Community Foundation for Monterey County, stewarding the foundation's resources to meet changing needs, and helping donors meet their philanthropic goals, whether through donor advised or scholarship funds, or charitable estate planning; and

WHEREAS, under the leadership of **Dan Baldwin,** the Community Foundation for Monterey County has grown from three hundred funds and one hundred and thirty dollars million in charitable assets to more than nine hundred funds and four hundred and seventy-six million dollars in assets and annual grants awarded increased from six and a half million dollars in 2010 to more than fifty million dollars in 2025, including an increase in scholarships from one hundred and sixty-five thousand dollars to more than two million dollars; and

WHEREAS, Dan Baldwin leads the Community Foundation for Monterey County in responding to changing needs, including the creation of multiple disaster relief funds; and

WHEREAS, Dan Baldwin chaired the League of California Community Foundations' Public Policy Committee for many years and chaired the League for two years, is a member of the Council on Foundations Community Foundation Advisory Group and serves on the Community Foundation Awareness Initiative steering committee.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Dan Baldwin** upon his selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Community Impact Award.**

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-011

Item No.6

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

March 10, 2026

Introduced: 2/4/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Robin McCrae upon her selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Ruth Vreeland Memorial Public Official of the Year. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Robin McCrae** upon her selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Ruth Vreeland Memorial Public Official of the Year.**

WHEREAS, Robin McCrae was born and raised in Salinas, California, graduated from Salinas High School and studied English at the University of California, Davis, where she earned a bachelor's degree in creative writing and master's degree in poetry; and

WHEREAS, Robin McCrae started her career at KSBW as Programming and Promotions Coordinator and Public Service Director, worked at the SPCA of Monterey County as Public Relations and Development Director, Northridge Mall as Marketing Director, Monterey County Office of Education as Public Information Officer, and California School Employees Association as a Labor Representative; and

WHEREAS, Robin McCrae started at Community Human Services in 1992 as Administrative Assistant, where she also managed grant writing and human resources; and

WHEREAS, Robin McCrae then grew to serve as the Chief Executive Officer of Community Human Services, a nonprofit Joint Powers Agency, holding the position for 32 years; and

WHEREAS, Robin McCrae is responsible for delivering high quality mental health, substance use, and homeless programs to the youth and families of Monterey County with a staff of 150 employees and a $18M budget; and

WHEREAS, Community Human Services helps over 4,500 Monterey County residents each year overcome personal challenges and create lasting changes in their lives; and

WHEREAS, Robin McCrae's retirement, effective March 2026, will mark the end of a remarkable 34-year tenure with the organization, during which she transformed Community Human Services into a regional leader in community-based social services.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County, and all its residents thereof, hereby congratulates **Robin McCrae** upon their selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Ruth Vreeland Memorial Public Official of the Year.**

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

AYES:
NOES:

ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-012

Item No.7

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

March 10, 2026

Introduced: 2/4/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring Keith Severson upon his selection as the recipient of the Monterey Peninsula Chamber of Commerce 2025 Robert C. Littlefield Award for Lifetime Achievement. (Supervisor Daniels) (NP)

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

Resolution No.:
Adopt a resolution honoring **Keith Severson** upon his selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Robert C. Littlefield Award for Lifetime Achievement.**

WHEREAS, Keith Severson is the Director of Marketing and Community Involvement for Graniterock and has been with the company for over 29 years; and

WHEREAS, Keith Severson brings an entrepreneurial spirit to his job, embodying the spirit that Graniterock people own their jobs, and not only own their duties but improve upon it; and

WHEREAS, Keith Severson played a key role in the creation of Graniterock's first ever Classic Auto Show held at Aromas Park in October 2025, which generated $5,000 to benefit Aromas Community Park, was pivotal in the success of the company's Rock & Run community event held at the Wilson Quarry every October for the past 16 years to benefit Aromas School and San Juan Elementary School; and

WHEREAS, Keith Severson is the 2017 Business of the Year award recipient from the Monterey Peninsula Chamber of Commerce on behalf of Graniterock; and

WHEREAS, Keith Severson has a degree from the University of Texas at Austin, Texas, is a father of two children, married to Carleen Jeffery, and his personal interests include food, art, and recreational running, completing 18 Big Sur International Marathons.

NOW, THEREFORE BE IT RESOLVED, that the County of Monterey Board of Supervisors on behalf of all the County, and its residents thereof, hereby congratulates **Keith Severson** upon his selection as the recipient of the **Monterey Peninsula Chamber of Commerce 2025 Robert C. Littlefield Award for Lifetime Achievement.**

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

AYES:
NOES:
ABSENT:

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

Dated:

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

By_____
Deputy

County of Monterey

Board Report

Legistar File Number: CR 26-013

Item No.8

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

March 10, 2026

Introduced: 2/4/2026
Version: 1

Current Status: Passed
Matter Type: Ceremonial Resolution

Adopt a resolution honoring the recipient of the 2025 Monterey Peninsula Chamber of Commerce Business of the Year Award. (Supervisor Daniels) (NP)

County of Monterey

Board Report

Legistar File Number: APP 26-045

Item No.9

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

March 10, 2026

Introduced: 2/17/2026
Version: 2

Current Status: Passed
Matter Type: Appointment

Reappoint Michael Ferguson to the Agricultural Advisory Committee as an At Large Representative with a term end date of June 30, 2026. (Nominated by Agricultural Advisory Committee)

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: Berlina Espinoza, Administrative Secretary

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Agricultural Advisory Committee

Nominated Appointee: Michael Ferguson

Nominated by: Agricultural Advisory Committee

Representing: At Large Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 06/30/2026

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

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Agricultural Advisory Committee Application

Michael Ferguson

District: 2
Initialed Application: Yes

Applicant

First Name: **Michael**
Middle Initial:
Last Name: **Ferguson**

Employment

Occupation: **Manager**
Job Title: **Senior Manager of R&D Greenhouse Operations, North America**
Employer: **Driscoll's Inc.**

Interests and Experiences

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

Yes

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

Yes

Monterey County Agriculture Advisory Committee

Has served on an advisory group before?

Yes

MCAAC 2020-2025/Present(?)

Please tell us about yourself and why you want serve:

I have worked in the Greenhouse/Agriculture industry for the last 20 years, and within Monterey County for the last 12 years.

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

I want to continue to serve the community of Monterey County by contributing to the MCAAC Board to ensure that the interests of the agriculture industry and

community are represented properly in relation to ongoing initiatives within the framework of the County infrastructure.

How did you hear about the position?:

County of Monterey

Board Report

Legistar File Number: APP 26-034

Item No.10

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Virginia Mendoza to the Commission On The Status Of Women representing District 1 as a Primary Representative with a term end date of February 1, 2029. (District Specific - District 1, Supervisor Alejo)

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

To: Clerk of the Board's Office

From: Linda Gonzalez, Chief of Staff, Office of Su

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Commission On The Status Of Women

Nominated Appointee: Virginia Mendoza

Nominated by: Supervisor Luis A. Alejo, District 1

Representing: District 1, Primary

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 02/01/2029

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

168 W. Alisal Street 1st Floor
Salinas, CA 93901
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cob@countyofmonterey.gov

Commission On The Status Of Women Application

Virginia Mendoza

District: 1
Initialed Application: Yes

Applicant

First Name: **Virginia**
Middle Initial:
Last Name: **Mendoza**

Employment

Occupation: **Health Promoter**
Job Title: **Business Owner**
Employer: **De Tertulia con Virginia H Mendoza**

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 Office of Education Trustee Area 4

Has served on an advisory group before?

Yes

Monterey County Housing Advocacy Committee

Please tell us about yourself and why you want serve:

I have been a resident of the great city of Salinas for more than 35 years. I am a health promoter and community volunteer. I have a Degree of Associate in Applied Science in Computer Business Administration, graduated as a Health Promoter in Monterey County and obtained a Certificate of Achievement with the Salinas Police Department Community Police Academy and certified in neurolinguistics.

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

committee/commission/district:

My decades of community organizing and outreach to help connect families to services so that we all can take advantage of all resources available. I am a team player, and I believe in learning and listening to the needs of our community will help to bring the resources to the residents.

How did you hear about the position?:

A lady approched me about it at an event.

Please identify any specialized accommodations needed for equal participation:

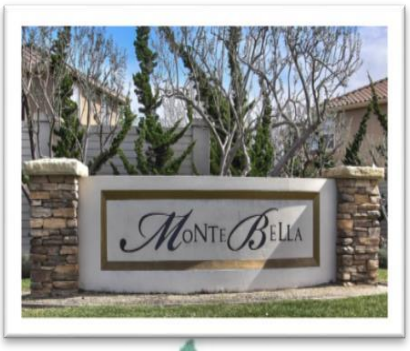
Handicap with back problems, will require a comfortable chair.

VIRGINIA H MENDOZA

Monterey County Board of Education
Trustee Area 4

Una Líder Comunitaria Con un Largo Historial de Servicio Comunitario







PRIMER CONTACTO USA











VIRGINIA HA SIDO VOUNTARIA POR MILES DE HORAS EN NUESTRA COMUNIDAD

- ✓ Cultural Council for Monterey County
- ✓ Center for Community Advocacy
- ✓ Valley Housing Alliance
- ✓ Monterey Bay Organizing Project
- ✓ Chispa-Moro Cojo Project
- ✓ Posadas de Colores
- ✓ Caminos del Arte
- ✓ Barrios Unidos
- ✓ Salinas LULAC Council 2055
- ✓ Mexican-American Political Association
- ✓ Volunteer Center for California
- ✓ Bricks and Mortarboards
- ✓ COPA
- ✓ Food Bank of Monterey County
- ✓ Casa Guanajuato
- ✓ Consulado de México
- ✓ Toastmasters
- ✓ Salinas International Cervantino Festival
- ✓ Coast Interfaith Community
- ✓ Salinas Neighborhood Council
- ✓ Neighborhood Watch Program
- ✓ Monte Bella Community Association
- ✓ Monterey County Housing Committee
- ✓ Monterey County Office of Education

¡Helping People Reach Their Goals!

LIDERAZGO - COMPROMISO - HONESTIDAD

County of Monterey

Board Report

Legistar File Number: APP 26-035

Item No.11

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Debra Hopgood to the Emergency Medical Care Committee (EMCC) representing the Emergency Medical Services Agency as an Ex-Officio member with a continuous term until no longer the Director of Emergency Medical Services. (Nominated by Emergency Medical Care Committee)

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

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

To: Clerk of the Board's Office

From: Steve Brooks, Secretary Emergency Medic

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: Debra Hopgood

Nominated by: Steve Brooks, EMS Analyst, Secretary Em

Representing: Emergency Medical Services Agency (Ex-

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 12/31/9999

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

168 W. Alisal Street 1st Floor
Salinas, CA 93901
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cob@countyofmonterey.gov

Emergency Medical Care Committee Application

Debra Hopgood

District: 4
Initialed Application: Yes

Applicant

First Name: **Debra**
Middle Initial:
Last Name: **Hopgood**

Employment

Occupation: **Acting EMS Bureau Chief/Agency Director**
Job Title: **Acting EMS Bureau Chief/Agency Director**
Employer: **County of Monterey EMS Agency**

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

Foothills Regional EMS And Trauma Advisory Committee - Member of the Board of Directors, Co-Chair of the Mass Casualty Incident Committee. Boulder County AED Advisory Committee - Member. Mary Sandoe House (Nonprofit assisted living facility) - Member of the Board of Directors. Longmont Community Health Network - Member.

Please tell us about yourself and why you want serve:

I have worked in the field of Emergency Medical Services for over 30 years. During the last five years, I have worked for the County of Monterey's EMS Agency. I began my career with the EMS Agency in 2020 as an EMS Analyst, promoted to a Management Analyst III in 2021, and in December of 2025 I was appointed to serve as the Acting Bureau Chief/Director of the EMS Agency. The bylaws of the Emergency Medical Care Committee (EMCC) provide for an ex officio position for the EMS Agency's Director. With my recent appointment as the Acting Director for

the EMS Agency, I am applying to fill that role.

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

The bylaws of the Emergency Medical Care Committee (EMCC) provide for an ex officio position for the EMS Agency's Director. With my recent appointment as the Acting Director for the EMS Agency, I am applying to fill that role.

How did you hear about the position?:

Through my position at the EMS Agency.

Please identify any specialized accommodations needed for equal participation:

No specialized accommodations needed.

Debra Hopgood

[redacted]

Results-oriented leader with extensive experience in EMS system management, program development, regulatory compliance, quality improvement, and multi-agency coordination. Demonstrates a proven record of leading complex projects, developing innovative clinical and operational programs, and cultivating strong relationships with public safety, healthcare, and government partners. Skilled communicator experienced in facilitating multi-disciplinary groups, briefing executive leadership, and guiding teams through system-wide change initiatives. Known for analytical and strategic thinking, operational effectiveness, and a commitment to improving patient care and outcomes.

Core Competencies

- EMS System Oversight and Administration
- Strategic Planning and Program Implementation
- Stakeholder Engagement and Collaboration
- Project and Contract Management
- Leadership, Training, and Team Development
- Quality Improvement and Clinical Program Development
- Data Analysis and Performance Reporting

Professional Experience

County of Monterey EMS Bureau – Salinas, CA

12/2020 – Present

Acting Bureau Chief/Agency Director 12/2025 – Present
Management Analyst III 12/2021 – 12/2025
EMS Analyst 12/2020 – 12/2021

Monitoring, coordinating, and improving the EMS system in Monterey County. Representing the EMS Bureau by establishing and maintaining relationships with key stakeholders including public safety agencies, healthcare facilities, and emergency services organizations. Communicate EMS Bureau objectives, policies, and contracts to internal and external stakeholders. Leading and providing guidance to EMS Bureau staff. Lead key EMS Bureau committees and guide staff in program development, data analysis, and regulatory compliance. Represent the EMS Bureau across multiple, local, regional, and statewide forums. Develop and implement policies, procedures, and protocols. Conduct investigations related to unusual occurrences and formulated recommendations for a course of action.

Key Achievements and Initiatives:

- Serve as the Medical Health Operational Area Coordinator since early 2021, ensuring medical planning, operational coordination, and resource availability across emergencies, disasters, and pandemics.
- Briefed the Board of Supervisors and county executives on items related to COVID response and resources.
- Coordinated EMS, healthcare, and shelter resources while assigned to the Emergency Operations Center during the 2023 flood incidents.
- Lead development of the EMS Bureau's Annual Plan to ensure successful satisfaction of the requirements established by the State of California EMS Authority (EMSA).
- Oversee the creation of the EMS Bureau's Annual Report and Board of Supervisors presentations.
- Drafted major components of the County's ambulance services Request for Proposals (RFP), including the development of a Clinical Scorecard to measure and improve high-quality patient care.
- Assisted in negotiating the new ambulance provider agreements and currently oversee the transition period, including stakeholder coordination, execution of ancillary agreements, and timely completion of milestones.
- Developed an Expanded Scope Paramedic program for the expansion of critical care transports resources including coordinating with stakeholders, drafting policies, and preparing an application for EMSA approval.
- Improved data collection and reporting for STEMI, Stroke, and Trauma specialty care programs; led associated QI programs.

Boulder Community Health – Boulder, CO 01/2015 – 11/2020

Emergency Medical Services Coordinator

Founded and developed the hospital's EMS Coordinator position and functions, ensuring compliance with accreditation requirements and strengthening relationships with EMS and public safety agencies. Developed and led QA/QI processes, analyzed clinical and operational data, and guided system improvements. Delivered education programs for both EMS professionals and the community.

Key Achievements and Initiatives:

- Served as the primary EMS resource during the COVID-19 pandemic. Drafted the protocols for EMS response and patient management. Drafted PPE use recommendations and the public safety portion of the Community Mitigation Plan.
- Served on the Board of Directors for the Foothills Regional EMS and Trauma Advisory Committee (RETAC).
- Co-chaired the Regional MCI Committee, drafted an RFP, and helped develop an mass casualty tabletop exercise for Boulder County involving nearly 100 participants.
- Co-authored a published journal article on cervical spine stabilization guidelines for EMS.
- Created the Lend A Hand community education program (hands only CPR, Stop the Bleed, and Active Harmer awareness for the public).
- Secured approximately $100,000 in grant funds for various programs and initiatives.
- Assisted in obtaining and maintaining recognition as a Level II Trauma Center. Acknowledged by the American College of Surgeons evaluators for developing an "innovative" and "bar raising" QA/provider feedback process.

Boulder Police Department – Boulder, CO 07/2013 – 01/2015

Dispatch Supervisor

Supervised operations and personnel at the Boulder Police and Fire Communications Center. Managed work activities, performance monitoring, policy development, and scheduling. Coordinated with EMS, fire, the medical director, and regional interoperability partners. Functioned as a call taker and dispatcher as needed.

Key Achievements and Initiatives:

- Implemented an Emergency Medical Dispatch (EMD) Program including needs assessment, stakeholder coordination, policy/protocol development, training, implementing QA/QI processes, and monitoring dispatcher compliance.
- Secured grant funding for AED deployment in law enforcement vehicles, AED maintenance, and public education. Developed plans for deployment, training, and related communications center policies/procedures.

American Medical Response 08/2008 – 07/2013

Operations Chief (Boulder County Division) 10/2011 – 07/2013
Clinical and Education Services Specialist (Denver Division) 11/2008 – 10/2011
Training and Development Specialist (Denver Division) 08/2008 – 11/2008

Held progressively responsible leadership roles managing EMS operations, clinical services, education programs, and major contract implementation. Oversaw approximately 100 field personnel including selection, hiring, employee development, dispute resolution, discipline, and employee evaluations. Administered multiple 911 contracts and healthcare facility agreements. Served as liaison to public safety, hospitals, and community partners. Developed response time and clinical performance standards and reports. Oversaw the Boulder Division's finances and operating budget.

Key Achievements and Initiatives:

- Managed implementation of new 911 EMS contracts for the City of Boulder and Boulder County including development of project timelines, assessing stakeholder needs, system development, coordination of department leads to ensure appropriate progress and that task deadlines were met, equipment and facility selection, employee selection, budget development, and communicating with the implementation team and stakeholders.
- Oversaw implementation of a dedicated communications center for AMR's operations in Boulder including creation of project timeline, budget development, equipment selection, policy development, and employee selection and training.
- Led transition from paper to electronic patient care reporting.
- Developed an Advanced Scope Paramedic program including training materials, associated policies/protocols

and oversaw implementation of the program.

- Developed and implemented AMR's Mobile Health Care Program (occupational health and substance testing).
- Developed a new Field Training Program, tracking forms, and evaluation materials for newly hired employees.
- Led new-hire orientations, field training processes, QA/QI programs, and employee remediation.
- Functioned as the EMS liaison to the Longmont Community Health Network, a group of hospital, clinic, public safety, public health, and mental health/substance abuse professionals working towards improving the utilization of healthcare resources within the community.

EMS Operational Experience –Paramedic & EMT 12/1995 – 07/2008

Intermittent Supervisor, Senior Paramedic, Paramedic, and Emergency Medical Technician. Provided prehospital emergency medical care across high-volume EMS systems. Served in supervisory and senior roles providing mentorship, quality oversight, and operational leadership.

Education

Sturm College of Law, University of Denver, Denver, CO
Juris Doctor (Coursework complete, Public Service Requirement incomplete)
Corporate Apprenticeship Program Participant

Duke University, Durham, NC
Bachelor of Arts in Political Science

Northern California Training Institute, Sacramento, CA
Paramedic, Pre-Paramedic, and Emergency Medical Technician programs completed.

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Date: February 10, 2026

To: Clerk of the Board

From: Steve Brooks, EMS Analyst
Secretary, Emergency Medical Care Committee

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment as an ex-officio member to the County of Monterey EMS Agency Emergency Medical Care Committee (EMCC):

Name: Debra Hopgood
Representing: Emergency Medical Services Agency

Ex-officio membership is prescribed in the Board-approved EMCC bylaws. There are three (3) ex-officio members including the Director of the EMS Agency.

Your assistance is appreciated.

Steve Brooks
EMS Analyst
County of Monterey EMS Agency

County of Monterey

Board Report

Legistar File Number: APP 26-036

Item No.12

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Kelsey Scanlon to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Management as an Ex-Officio member with a continuous term until no longer the Director of Department of Emergency Management. (Nominated by Emergency Medical Care Committee)

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: Steve Brooks, Secretary Emergency Medical

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/03/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: Kelsey Scanlon

Nominated by: Emergency Medical Care Committee

Representing: Department of Emergency Management (E

Reason for Nomination:

- [ ] New Term
- [x] Reappointment
- [ ] Filling an Unscheduled / Unexpired Term

Term:

Start Date: 03/10/2026 Term End Date: 12/31/9999

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

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

Emergency Medical Care Committee Application

Kelsey Scanlon

Initialed Application: Yes

Applicant

First Name: **Kelsey**
Middle Initial:
Last Name: **Scanlon**

Employment

Occupation:
Job Title: **Director of Emergency Management**
Employer: **County Of 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?

Yes

Monterey County Disaster Council

Has served on an advisory group before?

Yes

Please tell us about yourself and why you want serve:

Director of Emergency Management for the County of Monterey Department of Emergency Management. The Director position is new to the county organization structure and supervises the Emergency Services Manager position.

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

The EMS Director and the Office of Emergency Services Manger shall serve as ex-officio, non-voting members of the Emergency Medical Care Committee.

How did you hear about the position?:

Date: February 10, 2026

To: Clerk of the Board

From: Steve Brooks, EMS Analyst
Secretary, Emergency Medical Care Committee

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment as an ex-officio member to the County of Monterey EMS Agency Emergency Medical Care Committee (EMCC):

Name: Kelsey Scanlon
Representing: Department of Emergency Management

Ex-officio membership is prescribed in the Board-approved EMCC bylaws. There are three (3) ex-officio members including the Director of the Department of Emergency Management.

Your assistance is appreciated.

Steve Brooks
EMS Analyst
County of Monterey EMS Agency

County of Monterey

Board Report

Legistar File Number: APP 26-037

Item No.13

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Lee Ann Magoski to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Communications as an Ex-Officio member with a continuous term until no longer the Director of Emergency Communication Department. (Nominated by Emergency Medical Care Committee)

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: Steve Brooks, Secretary, Emergency Medi

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/03/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: Lee Ann Magoski

Nominated by: Emergency Medical Care Committee

Representing: Department of Emergency Communication

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 12/31/9999

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

168 W. Alisal Street 1st Floor
Salinas, CA 93901
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cob@countyofmonterey.gov

Emergency Medical Care Committee Application

Lee Ann Magoski

Initialed Application: Yes

Applicant

First Name: **Lee Ann**
Middle Initial:
Last Name: **Magoski**

Employment

Occupation: **Emergency Communications**
Job Title: **Director**
Employer: **County of Monterey Emergency Communications Dept (9-1-1)**

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

Exoffico on this EMCC and representing Department Heads on EOCRAC

Has served on an advisory group before?

Yes

Yes. I currently serve or have previously served on local, regional, state, and national advisory boards and commissions related to public safety and emergency communications.

Please tell us about yourself and why you want serve:

I am the Director of Emergency Communications for the County of Monterey. I serve in this ex officio role to provide an emergency communications and public safety dispatch perspective in support of the Committee's work. Our consolidated countywide 9-1-1 center provides law and fire dispatch services for 28 agencies and serves as the primary answering point for incoming EMS calls prior to transfer to the county ambulance provider. My goal is to contribute operational insight, coordination, and continuity consistent with my county responsibilities.

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

I serve ex officio as the County of Monterey Director of Emergency Communications and participate to provide an emergency communications and public safety dispatch perspective in support of the Committee's work.

How did you hear about the position?:

Lee Ann Magoski, MA, ENP

Director of Emergency Communications | County of Monterey

Professional Profile

Senior county executive with 30 years of experience in public safety communications, governance, and interagency collaboration. Leads complex, multi-jurisdictional emergency communications systems and provides operational insight in support of advisory and ex officio roles. Experience centers on public safety boards, executive leadership, and interagency governance within consolidated service models.

Current Role

Director of Emergency Communications, County of Monterey
1322 Natividad Road, Salinas, CA
February 2019 – Present

Department head responsible for the administration and oversight of a consolidated countywide emergency communications center. Operates under a 9-1-1 Services Agreement governing shared services for 28 public safety agencies. Provides leadership in policy development, interagency coordination, and fiscal stewardship of special revenue and capital project funds supporting shared services.

Governance, Board, and Advisory Experience

National Emergency Number Association (NENA) – Executive Board Chair Officer (2023–Present); President (June 2025–June 2026)
Monterey County Equal Opportunity and Civil Rights Advisory Commission – Commissioner (2021–Present)
California Health and Human Services – 988 Policy Advisory Group – Member (2023–2024); reappointed for 2026 advisory cycle
California 9-1-1 Advisory Board and Long Range Planning Committee (Cal OES) – Governor-appointed Board Member, two terms (2018–2022)
California Chapter of the National Emergency Number Association (CALNENA) – Executive Board Member (2016–2022)
Bay Area Regional Interoperability Communications System (BAYRICS) – Board Member, representing Marin County (2012–2018)

Education

Master of Arts, Leadership, Saint Mary’s College of California
Bachelor of Arts, Management (Honors), Saint Mary’s College of California

Professional Credentials

Credentialed California County Senior Executive (CSAC Institute); Emergency Number Professional (ENP); Communications Manager Certification Program (CMCP)

Prepared for Board of Supervisors consideration for continued ex officio service on a County advisory body.

COUNTY OF MONTEREY
HEALTH DEPARTMENT
Elsa Jimenez, Director of Health
Administration Animal Services Behavioral Health Clinic Services
Emergency Medical Services Environmental Health Public Administrator/Public Guardian Public Health

Date: February 10, 2026

To: Clerk of the Board

From: Steve Brooks, EMS Analyst
Secretary, Emergency Medical Care Committee

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment as an ex-officio member to the County of Monterey EMS Agency Emergency Medical Care Committee (EMCC):

Name: Lee Ann Magoski
Representing: County of Monterey Emergency Communications Department

Ex-officio membership is prescribed in the Board-approved EMCC bylaws. There are three (3) ex-officio members including the Director of the Emergency Communications Department.

Your assistance is appreciated.

Steve Brooks
EMS Analyst
County of Monterey EMS Agency

County of Monterey

Board Report

Legistar File Number: APP 26-038

Item No.14

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

March 10, 2026

Introduced: 2/18/2026

Version: 1

Current Status: Passed

Matter Type: Appointment

Appoint Leslie Oliver to the Emergency Medical Care Committee (EMCC) representing the Department of Emergency Communications as an Alternate Ex-Officio member with a continuous term until no longer qualified or replaced. (Nominated by Emergency Medical Care Committee)

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: Steve Brooks, Secretary, Emergency Medi

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: Leslie Oliver

Nominated by: Emergency Medical Care Committee

Representing: Department of Emergency Communication

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 12/31/9999

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
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cob@countyofmonterey.gov

Emergency Medical Care Committee Application

Leslie Oliver

Initialed Application: Yes

Applicant

First Name: **Leslie**
Middle Initial:
Last Name: **Oliver**

Employment

Occupation:
Job Title: **Emergency Communications Manager**
Employer: **Monterey County Emergency Communications**

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

EMS Ops Working Group

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

I started my career with Monterey County Emergency Communications in March 1985 as an Emergency Communications Dispatcher. Over the years, I've had the opportunity to serve in a variety of roles, including Communications Training Officer, acting Training Coordinator, and acting Custodian of Records. In 2006, I promoted to Shift Supervisor, and in December 2024 I was honored to step into my current role as Emergency Communications Manager, with a focus on Fire operations. I also serve as the liaison for EMS and the Department of Emergency Management. Having dedicated more than 40 years to Monterey County, I remain deeply committed to supporting our public safety partners and the communities we serve. It would be an honor to contribute as the alternate ex-officio member of the EMCC when our Department Head, Lee Ann Magoski, is unavailable

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

committee/commission/district:

Please see above.

How did you hear about the position?:

From the Director of Emergency Communications, Lee Ann Magoski

Please identify any specialized accommodations needed for equal participation:

None

Leslie Oliver Bio

I have been employed with the Monterey County Emergency Communications Department since March of 1985. MCECD is a consolidated dispatch center, providing dispatch services for 13 law enforcement agencies and 12 fire districts. I started my career as a Communications Dispatcher, and shortly after became interested in the training aspect of the job, becoming a Communications Training Officer. I promoted to the Shift Supervisor position in 2006 and during my tenure with this department I have worked as the Acting Training Coordinator, Acting Custodian of Records, and the Scheduling Supervisor. I most recently promoted to Emergency Communications Manager in charge of Fire Operations in December of 2023. In addition to overseeing our Fire trained personnel and working with fire agency command staff, my law liaison partner and I directly oversee 8 Shift Supervisors and 39 Communications Dispatchers.

Date: February 10, 2026

To: Clerk of the Board

From: Steve Brooks, EMS Analyst
Secretary, Emergency Medical Care Committee

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment as an ex-officio member to the County of Monterey EMS Agency Emergency Medical Care Committee (EMCC):

Name: Leslie Oliver
Representing: Department of Emergency Management (Alternate)

Ex-officio membership is prescribed in the Board-approved EMCC bylaws. There are three (3) ex-officio members including the Director of the Department of Emergency Communications..

Your assistance is appreciated.

Steve Brooks
EMS Analyst
County of Monterey EMS Agency

County of Monterey

Board Report

Legistar File Number: APP 26-039

Item No.15

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Raymond Buenaventura to Juvenile Justice Coordinating Council (JJCC) as a representative of the Public Defender's Office with a term expiration date at the pleasure of the board. (Nominated by Juvenile Justice Coordinating Council)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Chief Probation Officer, Jose Ramirez (Chair of the JJCC)

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: March 10 , 2026

Appointment to the Juvenile Justice Coordinating Council (JJCC) as per Welfare and Institutions Code (WIC 749.22)

Nominated by JJCC Chair, Chief Probation Officer, Jose Ramirez

Representing N/A

Nominated Appointee:

Name: Raymond Buenaventura, Public Defender, Monterey County

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: Susan Chapman

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term: Pleasure of the Board

Start Date: March 10, 2026 Expiration Date: **Pleasure of the Board**

Biography of Ray Buenaventura

Early Life and Education

Ray Buenaventura was born in Quezon City, Philippines. He spent the formative years of his childhood surrounded by the rich culture and traditions of his homeland. At the age of 10, Ray's father accepted a job offer in the United States, prompting the family to immigrate to the United States. They relocated and moved to Queens, New York. The bustling environment of New York deeply influenced Ray, exposing him to a myriad of experiences that would shape his worldview.

After five years in New York, the family moved to Daly City, California. It was here that Ray found his academic footing, eventually attending the University of California, Berkeley. He chose to major in legal studies, where he discovered his passion for law and justice.

Legal Career

Ray's journey into the legal profession was propelled by an internship at the Los Angeles Public Defender's Office. During this transformative experience, he witnessed the challenges faced by indigent clients and the dedication of attorneys who fought for their rights. Inspired by their work, Ray pursued a career as a public defender upon graduating from law school.

He began his initial legal career as a Deputy Public Defender in Los Angeles, requesting an assignment in Compton—known for its tough environment. eager to gain hands-on experience. During his first two years as a public defender, Ray handled serious cases, including homicides and gang-related offenses. His commitment to defending the underrepresented became a hallmark of his career.

After five years in Los Angeles, Ray returned to Daly City, his hometown, where he joined the Private Defender Program (PDP) of San Mateo County, the county's public defender system. This role allowed him to focus on indigent criminal defense, representing clients across a spectrum of cases, from minor offenses to capital murder. Throughout his practice, he emphasized the importance of giving a voice to those often marginalized by the justice system.

A New Chapter: Chief Public Defender

In September 2023, after years of dedication to the legal profession, Ray was offered the remarkable opportunity to become the Chief Public Defender of Lake County, California.

This role presented both a challenge and a mission: to transform a criticized private contract system into a robust public defender's office that could genuinely serve the community’s needs.

Inspired by a renewed sense of purpose, Ray accepted the position with enthusiasm. He understood that the county’s previous approach to indigent defense had fallen short, leaving many individuals without the legal support necessary to navigate their circumstances. Recognizing this void, Ray set out to create a system that prioritized effective and compassionate legal representation.

****Transforming Public Defense****

Ray's vision for the public defender’s office was rooted in a holistic approach to indigent defense. He believed that effective representation extended beyond the criminal charges at hand, recognizing the complex factors contributing to recidivism. Mental health issues, substance abuse, job instability, and familial challenges were all areas he aimed to address, developing programs that would support clients in their entirety, not just within legal confines.

Central to Ray's strategy was the implementation of an early representation model, ensuring that every defendant in custody would be seen by a lawyer promptly. This principle reinforced the office's commitment to advocacy, providing immediate support to those in need. He dedicated himself to securing in-custody releases for clients who could not afford bail, working tirelessly against the systemic biases that often plagued the justice system.

****Building a Legacy of Hope****

Under Ray's leadership, the public defender’s office came to life swiftly and efficiently, exceeding expectations from the outset. The office began accepting felony and misdemeanor appointments ahead of schedule, all while maintaining a focus on thorough and compassionate legal representation. Ray was committed to demonstrating that public defenders were not just legal representatives but passionate advocates for justice.

Ray’s commitment to building a talented and diverse team ensured that his vision for holistic representation became a reality. By fostering a collaborative and supportive environment, he cultivated an office that stood ready to deliver impactful legal assistance to all who sought justice.

CA State Bar

Ray's distinguished journey with the California State Bar commenced in 2011 when he was appointed to the Criminal Law Advisory Commission. In this role, he took on the responsibility of certifying and recertifying lawyers aspiring to become certified criminal law specialists. His dedication to excellence involved thorough investigations and evaluations to ensure that applicants met the stringent requirements of moral character and professional experience necessary for certification.

Beyond certifications, Ray played a key role in shaping the future of legal standards by creating and preparing examination questions and grading the performance of candidates of the specialist exam. His contributions were instrumental in maintaining the integrity and rigor of criminal law certification.

Recognizing the need for systemic reform, Ray sought further engagement by joining the Ad Hoc Commission on Attorney Discipline. His passion for promoting fairness and equity led him to advocate for African American male attorneys, addressing the disparities in disciplinary actions they faced. As a vocal proponent of institutional reforms, Ray championed initiatives to combat systemic racism and pushed for measures such as expungement and diversionary programs.

In 2019, Ray's commitment to justice and equity was recognized when he was appointed to the Board of Trustees of the State Bar. He continued to build on his extensive experience through active participation in several committees, including the Audit, Finance, and Access to Fairness and Justice Committees. His influence extended to significant discussions aimed at reforming the State Bar, focusing on crucial issues regarding attorney discipline and public safety.

Ray’s relentless advocacy also addressed the shortcomings in the Bar's implementation of examination procedures. He played a vital role in seeking remedies for those affected, including the establishment of a provisional license program, which received the endorsement of the California Supreme Court. His unwavering dedication to justice and equitable treatment has made him a formidable presence in the legal community and the public at large.

Awards

Ray was awarded the prestigious Joe Morozumi Award for Exceptional Legal Advocacy by the Asian American Bar Association of Northern California for his commitment to social justice and fighting for his clients. Ray also received the Outstanding Volunteer Attorney

Award–Justice & Diversity Center from the San Francisco Bar Association and the Jose Rizal Award for Public Service from the Filipino Bar Association of Northern California.

Public Service

Alongside his legal practice, Ray became involved in his community. He volunteered with various non-profits and served as a Library Commissioner for the City of Daly City. His commitment to public service led him to the Daly City Council, where he was appointed in 2011. Over the years, Ray ascended to become Mayor of Daly City, holding the position for four terms. In this role, he focused on community development and strengthening local services.

Ray has served on non-profit boards including the Pilipino Bayanihan Resource Center, KOC Foundation for Developmentally Disabled Children and Adults, Skyline President's Council, and the Pinoy/Pinay Educational Partnerships. Ray has extensive pro bono experience with non-profit agencies, including the Safe Harbor Homeless Shelter, Maple Street Shelter, Ujima Family Recovery Services, First Chance for Families, and the Eviction Defense Collaborative of San Francisco.

In his spare time, Ray enjoys flying airplanes as pilot in land and sea operations. He is instrument rated with complex ratings and tailwheel endorsements. He is a Captain with Civil Air Patrol; an Auxiliary of the United States Air Force committed to search and rescue operations. Ray is also a Command Pilot with Angel Flight West, an organization that provides free air transportation to patients seeking medical treatment.

County of Monterey

Board Report

Legistar File Number: APP 26-040

Item No.16

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint John O'Brien to the Emergency Medical Care Committee (EMCC) as a Citizens Representative with a term end date of June 30, 2026 (Nominated by Debra Hopgood, Acting Bureau Chief, Emergency Medical Services Agency)

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: Debra Hopgood, Acting Bureau Chief, EM

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Emergency Medical Care Committee

Nominated Appointee: John O'Brien

Nominated by: Debra Hopgood, Acting Bureau Chief, Eme

Representing: Citizens Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 06/30/2026

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

Emergency Medical Care Committee Application

John O'Brien

District: 4
Initialed Application: Yes

Applicant

First Name: **John**
Middle Initial:
Last Name: **O'Brien**

Employment

Occupation: **President**
Job Title: **CEO**
Employer: **Central Coast Senior Services, Inc.**

Interests and Experiences

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

Yes

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

No

Has served on an advisory group before?

Yes

Served on Area Agency on Aging for 15 years, served as a Trustee for Natividad Medical Center for seven years. See CV for more.

Please tell us about yourself and why you want serve:

Have over 30 years experience in the health care field and served on County boards/comissions and local non-profits. Have had experience accessing EMS for my clients and as a service provider and would like to help with EMCC's mission.

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

I have knowledge of the aging population and their particular use of acute care and post acute services as well as EMS services. Our aging population is one of Monterey County's largest consumers of emergency and in-patient services. I have

worked at the governance level with two local acute care hospitals and have an understanding of issues the current health care system faces as well as the coming headwinds with Federal funding changes. I think I can provide a perspective to aid in the Commission's oversight and design responsibilities for EMS services.

How did you hear about the position?:

Steve Brooks

Please identify any specialized accommodations needed for equal participation:

None

John O'Brien
CEO

John O'Brien established Central Coast Senior Services, Inc. (CCSS) in 1996 and brings more than 30 years of professional experience in the health care industry to his role as CEO. He is responsible for the design, promotion, and delivery of quality CCSS programs, products, and services. Mr. O'Brien ensures that the human resources, administration, client services, and education divisions of the company operate cohesively and in accordance with current laws and regulations.

CCSS provides care management and in-home services to adults, who due to aging or illness need help with daily activities such as personal care, transportation, nutrition and protective supervision. In addition, CCSS operates an Assisted Living Facility in Carmel Valley. All programs are licensed by the State of California.

A graduate of the University of California, Santa Cruz with a degree in psychology and psychobiology, Mr. O'Brien has a wealth of experience in home health care. Prior to establishing CCSS 1996, he worked as Vice President and Director at Community Home Care, Inc., Director of Case in Management at Country Home Care, and Director of Senior Supportive Services at Alliance on Aging.

Mr. O'Brien has played vital roles in the the health care industry in Monterey County. He has provided leadership for numerous non-profit organizations, including: Adult Day Health Care Planning Council Monterey Bay, Area Agency on Aging for Monterey County, Alzheimer's Association Monterey County Region, Central Coast Area Health Education Center, City of Pacific Grove Housing Committee, Community Healthcare Corporation, Meals on Wheels of the Monterey Peninsula, Monterey Regional Health Development Group, Inc., Past Member, Board of Trustees, Montage Health (CHOMP), Past Chair and Trustee Natividad Medical Center, Ombudsman for Long-Term Care Monterey County, Public Authority for In-Home Supportive Services, Respite Coalition of Monterey County, RotaCare Clinic of Monterey Peninsula, Monterey Bay Geriatric Resource Center,

Committed to his community, Mr. O'Brien is a member and Past President of the Pacific Grove Rotary Club and has received such honors as the Pacific Grove Chamber Entrepreneur of the Year; Pacific Grove Chamber of Commerce Citizen of the Year; Alzheimer's Association Philanthropist of the Year; and Volunteer Center's Community Service Award "Outstanding Adult Volunteer." He received a Certificate of Appreciation from the Area Agency on Aging, was recognized on National Philanthropy Day for "Outstanding Contributions," and was awarded a Certificate of Appreciation from the Salinas Senior Center.

Mr. O'Brien is currently Board Member of Aspire Health Plan; Member, Interim, Inc. Finance Committee; Past Chair and Board Member of Meals on Wheels Monterey Peninsula, Executive Board Member, Monterey Regional Health Development Group.

Date: February 9, 2026

To: Clerk of the Board

From: Debra Hopgood, Acting EMS Director/Bureau Chief

Regarding: County of Monterey Emergency Medical Care Committee Member Appointment

I am recommending the following person for appointment to the County of Monterey Emergency Medical Care Committee (EMCC) for a term ending June 30, 2026:

Name: John O'Brien
Address: Central Coast Senior Services, Inc.
203-B Calle Del Oaks
Del Rey Oaks, CA 93940

John O'Brien is currently the CEO of Central Coast Senior Services, Inc which he established in 1996. He has an extensive history of leadership with many local non-profit organizations and has been frequently recognized for his work in the community.

Your assistance is appreciated.

Debra Hopgood
Acting EMS Director/Bureau Chief

County of Monterey

Board Report

Legistar File Number: APP 26-041

Item No.17

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Kathleen Ballesteros to the Housing Authority of Monterey County representing District 1 with a term end date of March 10, 2030. (District Specific - District 1, Supervisor Alejo)

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

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

To: Clerk of the Board's Office

From: Margarita Hernandez

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Housing Authority of Monterey County

Nominated Appointee: Kathleen Ballesteros

Nominated by: District 1, Supervisor Alejo

Representing: District 1

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 03/10/2030

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

Housing Authority of Monterey County Application

Kathleen Ballesteros

District: 1
Initialed Application: Yes

Applicant

First Name: **Kathleen**
Middle Initial:
Last Name: **Ballesteros**

Employment

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

Interests and Experiences

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

Yes

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

Yes

Board Commissioner - Housing Authority of the County of Monterey

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

I am a resident of Salinas for 65 years, retired as an Account Technician from the Alisal Union School District, was employed for 30 years. I currently serve as a Board Commissioner for the Housing Authority of the County of Monterey the past 11 years. I enjoy representing the County of Monterey and its residents.

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

I would like to continue to serve in making sound decisions so more qualified clients can have affordable housing in this county. I made sure I am available for meetings and events associated with the Housing Authority. I have attended various trainings and conferences that added to my knowledge in the role and responsibilities as a Board Commissioner. I have traveled to different states meeting other Board Commissioners who have inspired me to serve in the capacity I hold.

How did you hear about the position?:

I received an email from the Executive Assistant of the Housing Authority of the County of Monterey that my term will end March 1, 2026.

County of Monterey

Board Report

Legistar File Number: APP 26-042

Item No.18

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Arpi Tanilian to the Workforce Development Board as a Business Representative with a term end date of March 7, 2029 (Nominated by Workforce Development Board)

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: Vanessa Kor, Workforce Development Boa

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Workforce Development Board

Nominated Appointee: Arpi Tanilian

Nominated by: Workforce Development Board

Representing: Business

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 03/07/2029

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101 | Salinas, CA 93901

Monterey County Workforce Development Board (WDB) Membership Application

Name: Arpi Tanilian Date Submitted: 04/18/2025

Title: HR Sr. Analyst

Business/Organization Name: Mann Packing Company Inc

Representation

Please select from one of the following categories that you represent: (*Federal Register Section 679.320*)

- [x] Business
- [ ] Labor Organization
- [ ] Economic Development
- [ ] Rehabilitation
- [ ] Local Educational Entity
- [ ] Community-Based Organization
- [ ] Wagner-Peyser
- [ ] Chief Elected Official/Board of Supervisors

Contact Information

Business/Organization Name: Mann Packing Company Inc

City: [redacted] State: California Zip code: [redacted]

Phone: [redacted]

Email address: [redacted]

Website address: [redacted]

Business license number: [redacted]

Business Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. Number of current employees: around 500
2. Number of years with current business/organization: almost 3 years
3. Number of years in business in Monterey County: Since 1939
4. Please describe the nature of your business and your position: Please refer to attached document

5. Please list your current chamber and association memberships, the duration of each membership and the positions you currently hold:
Leafy Greens Marketing Agreement for California/Arizona

6. Please list any professional award(s) or recognition you have received within the last 5 years:
N/A

7. As a member of your business with optimum policy authority, please describe your responsibilities within your organization:
Please refer to attached document

Monterey County WDB Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. What do you hope to contribute from your participation on the Monterey County WDB
Please refer to attached document

2. What experience in the areas of fundraising, budget analysis, workforce policy development, youth services, knowledge of the labor market, and community involvement or linkages with educational agencies do you bring to the Monterey County WDB, as applicable?
Please refer to attached document

3. Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 4 to 10 hours per month. Can you make that time commitment? Yes ☑ No ☐

4. Membership on the Monterey County WDB requires that each member serves on a sub-committee. The time commitment for this activity ranges from a minimum of 3 to 4 hours per month. Can you make that time commitment? Yes ☑ No ☐

5. Why do you wish to serve on the Monterey County WDB? (Describe in 100 words or less)
Please refer to attached document

Signature and Acknowledgement

I, the undersigned, certify that the information on this application is true and correct to the best of my knowledge and that, if appointed to serve, I will do so to the best of my ability and in the best interest of Monterey County and its citizens.

Signature: A.Tanilian Date: 04/18/2025

County of Monterey

Board Report

Legistar File Number: APP 26-043

Item No.19

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Erik Cushman to the Workforce Development Board as a Business Representative with a term end date of December 11, 2028. (Nominated by Workforce Development Board)

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: Vanessa Kor, Workforce Development Boa

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Workforce Development Board

Nominated Appointee: Erik Cushman

Nominated by: Workforce Development Board

Representing: Business Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 12/11/2028

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD MEMBER APPLICATION

Today's Date

02/05/2026

CONTACT INFORMATION

Name:

Erik Cushman

Title:

Publisher

Phone:

[redacted]

BUSINESS INFORMATION

Business Name:

[redacted]

Number of Current Employees:

28

Number of Years with Current Business:

27

Number of Years the Business has been in business in Monterey County:

38

Please describe the nature of the Business and your position within the Business:

I lead the largest local media operation covering Monterey County.
The Weekly and our digital platforms (Monterey County Now) regularly wins awards for its journalism and is a very active member of the business community.
I lead the business operations and have oversight responsibilities for the entire company.

Please list your current chamber and association memberships, the duration of each membership and the positions you currently hold:

Monterey Peninsula Chamber - 40+ years
Pacific Grove Chamber - 40+ years
Salinas Valley Chamber of Commerce - 40+ years
Carmel Chamber of Commerce - 40+ years
MCHA - 40+ years
See Monterey - 40+ years

As a member of your business with optimum policy authority, please describe your responsibilities within your organization:

See above

Monterey County Workforce Development Board

What do you hope to contribute from your participation on the Monterey County Workforce Development Board?

I've long admired the mission of the WDB and hope to be able to lend my talents to linking job seekers to good jobs.

What experience in the areas of fundraising, budget analysis, workforce policy development, youth services, knowledge of the labor market, and community involvement or linkages with educational agencies do you bring to the Monterey County Workforce Development Board, as applicable?

see above

Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 2 to 4 hours per month. Can you make that time commitment?

Yes

Membership on the Monterey County WDB requires that each member serves on a subcommittee. The time commitment for this activity ranges from a minimum of 2 to 3 hours per month. Can you make that time commitment?

Yes

Why do you wish to serve on the Monterey County Workforce Development Board?

To lend my help improving the lives of members of the community and enhancing economic development for business owners.

Acknowledgment

I, the undersigned, certify that the information on this application is true and correct to the best of my knowledge and that, if appointed to serve, I will do so to the best of my ability and in the best interest of Monterey County and its citizens.

Date

County of Monterey

Board Report

Legistar File Number: APP 26-044

Item No.20

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Efrain Aguilera to the Workforce Development Board as a Labor Representative with a term end date of January 10, 2029. (Nominated by Workforce Development Board)

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: Vanessa Kor, Workforce Development Boa

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Workforce Development Board

Nominated Appointee: Efrain Aguilera

Nominated by: Workforce Development Board

Representing: Labor Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 01/10/2029

Today's Date

01/28/2026

CONTACT INFORMATION

Name:

Efrain Aguilera

Title:

[redacted]

Number of Current Employees:

7

Number of Years with Current Business:

over 45 years

Please describe the nature of the Business and your position within the Business:

Labor Union.

Uplift the working condition, benefits and wages of union members and community members by organizing.

Please list your current chamber and association memberships, the duration of each membership and the positions you currently hold:

MBCLC
SASS
United Latinos of the UFCW

As a member of your business with optimum policy authority, please describe your responsibilities within your organization:

service union membership, filing grievance and arbitrations,negotiate collective bargaining agreements.

Monterey County Workforce Development Board

What do you hope to contribute from your participation on the Monterey County Workforce Development Board?

Retail and Agricultural labor knowledge input.

What experience in the areas of fundraising, budget analysis, workforce policy development, youth services, knowledge of the labor market, and community involvement or linkages with educational agencies do you bring to the Monterey County Workforce Development Board, as applicable?

CBA Negotiations, Community Involvement with Safe Ag Safe Schools

Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 2 to 4 hours per month. Can you make that time commitment?

Yes

Membership on the Monterey County WDB requires that each member serves on a subcommittee. The time commitment for this activity ranges from a minimum of 2 to 3 hours per month. Can you make that time commitment?

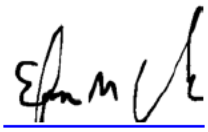
Yes

Why do you wish to serve on the Monterey County Workforce Development Board?

to have a balance between private employers, public entities and Organized labor.

Acknowledgment

I, the undersigned, certify that the information on this application is true and correct to the best of my knowledge and that, if appointed to serve, I will do so to the best of my ability and in the best interest of Monterey County and its citizens.



Date

01/28/2026

County of Monterey

Board Report

Legistar File Number: APP 26-046

Item No.21

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

March 10, 2026

Introduced: 2/18/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Justin McIntire to the Workforce Development Board as a Department of Rehabilitation Representative with a term end date of March 7, 2029. (Nominated by Workforce Development Board)

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: Vanessa Kor, Workforce Development Boa

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Workforce Development Board

Nominated Appointee: Justin McIntire

Nominated by: Workforce Development Board

Representing: Department of Rehabilitation Representati

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 03/07/2029

MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD

344 Salinas Street, Suite 101 | Salinas, CA 93901

Monterey County Workforce Development Board (WDB) Membership Application

Name: Justin McIntire Date Submitted: 4/18/2025
Title: [redacted]
Business/Organization Name: [redacted]

Representation

Please select from one of the following categories that you represent: (*Federal Register Section 679.320*)

- ☐ Business
- ☐ Labor Organization
- ☐ Economic Development
- ☑ Rehabilitation
- ☐ Local Educational Entity
- ☐ Community-Based Organization
- ☐ Wagner-Peyser
- ☐ Chief Elected Official/Board of Supervisors

Contact Information

Business/Organization Name: [redacted]
City: [redacted] State: California Zip code: [redacted]
Phone [redacted] Fax: [redacted]
Mobile:
Email address: [redacted]
Website address
Business license number:
City of residence: [redacted]

Business Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. Number of current employees: 17
2. Number of years with current business/organization: 13
3. Number of years in business in Monterey County:
4. Please describe the nature of your business and your position: Employment Agency Providing Services to People with Disabilities

5. Please list your current chamber and association memberships, the duration of each membership and the positions you currently hold:
N/A

6. Please list any professional award(s) or recognition you have received within the last 5 years:
N/A

7. As a member of your business with optimum policy authority, please describe your responsibilities within your organization:
Oversee operations for 7 offices throughout 4 counties ensuring job seekers obtain the services they need to obtain, maintain, and advance in their employment.

Monterey County WDB Related Questions

Please answer the following questions and attach any additional pages, if necessary:

1. What do you hope to contribute from your participation on the Monterey County WDB
Work in collaboration to advance the mission of the Monterey County WDB and while ensure people with disabilities are included.

2. What experience in the areas of fundraising, budget analysis, workforce policy development, youth services, knowledge of the labor market, and community involvement or linkages with educational agencies do you bring to the Monterey County WDB, as applicable?
I have experience in operations of the workforce system, collaborating with community partners, partnering with educational systems, and linking those organizations to business.

3. Membership on the Monterey County WDB requires that each member attend a full WDB meeting every two months, attend training sessions for board members and become an advocate for workforce development. The time commitment for these activities ranges from a minimum of 4 to 10 hours per month. Can you make that time commitment? Yes ☑ No ☐

4. Membership on the Monterey County WDB requires that each member serves on a sub-committee. The time commitment for this activity ranges from a minimum of 3 to 4 hours per month. Can you make that time commitment? Yes ☑ No ☐

5. Why do you wish to serve on the Monterey County WDB? (Describe in 100 words or less)
My goal is to serve job seekers and the business community to meet the needs of both entities while ensuring people with disabilities are fully included into the workplace.

Signature and Acknowledgement

I, the undersigned, certify that the information on this application is true and correct to the best of my knowledge and that, if appointed to serve, I will do so to the best of my ability and in the best interest of Monterey County and its citizens.

Signature: Justin McIntire Date: 4/18/2025

County of Monterey

Board Report

Legistar File Number: APP 26-047

Item No.22

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

March 10, 2026

Introduced: 2/19/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Alexandra Eastman to the Agricultural Advisory Committee as an At-Large Representative with a term end date of June 30, 2027. (Nominated by Agricultural Advisory Committee)

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: Berlina Espinoza, Administrative Secretary

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Agricultural Advisory Committee

Nominated Appointee: Alexandra Eastman

Nominated by: Agricultural Advisory Committee

Representing: At-Large Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 06/30/2027

Agricultural Advisory Committee 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 *

Alexandra

MI

W

Last Name *

Eastman

Address Line 1 *

[redacted]

Address Line 2 *(optional)*

City *

[redacted]

State *

CA

Postal Code *

[redacted]

What district do you live in? *

3

What district are you interested in serving in?

3

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

White

Gender

Female

Primary Phone *

[redacted]

Alternate Phone

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

Ag Advisory Board

Interests & Experiences

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

I'm enjoyed being a member of this board and feel I bring a unique perspective to the group.

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

Have you served on an advisory group before?

(X) Yes ( ) No

If yes, please explain

This group

How did you hear about the position?

Renewal

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 *

(X) 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 chosen

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

Employer

[redacted]

Job Title

Veterinarian / COO

Occupation

Veterinarian

Employer Address

[redacted]

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

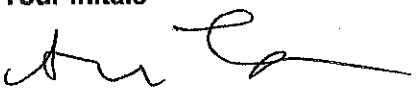
If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

No

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *



County of Monterey

Board Report

Legistar File Number: APP 26-048

Item No.23

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

March 10, 2026

Introduced: 2/19/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Katrina Hodges to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission as a Public Representative representing the population of beneficiaries to be served by the Commission with a term end date of March 10, 2030 (Nominated by Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission)

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: Hayley Tut, Central California Alliance for H

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission

Nominated Appointee: Katrina Hodges

Nominated by: Santa Cruz – Monterey – Merced – San Be

Representing: Public Representative

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 03/10/2030

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

Santa Cruz - Monterey - Merced - San Benito - Mariposa Managed Medical Care Commission Application

Katrina Hodges

District: 5
Initialed Application: Yes

Applicant

First Name: **Katrina**
Middle Initial:
Last Name: **Hodges**

Employment

Occupation: **Full-time caregiver for my son for the last five+ years**
Job Title: **IHSS Caregiver**
Employer: **IHSS**

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

Whole Child Model Family Advisory Committee

Has served on an advisory group before?

Yes

Currently serving on the Whole Child Model Family Advisory Committee

Please tell us about yourself and why you want serve:

I have four children who qualify for and use CCAH insurance exclusively. Additionally, my son has spastic quadriplegic cerebral palsy. I am his full time IHSS caregiver. I have had a lot of experience with my children navigating health care from a CCAH member's perspective. My professional background and degree is in

linguistics so I am particularly passionate about language access. My second language is Indonesian.

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

I hope to provide insight into member experiences and advocate for all types of CCAH members. I want to work toward maximizing member's use of preventive care to minimize emergency and prolonged care.

How did you hear about the position?:

Ronita Margain, the Community Engagement Director for CCAH, reached out to me based on my involvement in the Whole Child Sub-Committee.

County of Monterey

Board Report

Legistar File Number: APP 26-049

Item No.24

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

March 10, 2026

Introduced: 2/26/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Appoint Raphael A. Barrios to San Ardo Water District as a Primary Representative with a term expiration date on November 30, 2030. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, March 10, 2026

Appointment to the San Ardo Water District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Raphael A. Barrios**

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☒ New Appointment:

Replacing Member: Cindy Beal

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

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

Clerk noticed of Unscheduled/Unexpired Term on:

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

Term:

Start Date: **3/10/2026** Expiration Date: **11/30/2030**

RAPHAEL A. BARRIOS



OBJECTIVE:

To secure a long term position where I will be able to apply my skills, knowledge and experience in a position that is both challenging and enjoyable.

EDUCATION:

Alcide Figerrora High School - Anasco, Puerto Rico
Cuesta Community College - Construction Technology
NCCCO Crane Certification - Hazardous Materials First Responder Operations - Passport Training
OSHA Safety Training - Well Control-Surface Only - First Responder

EMPLOYMENT HISTORY:

Eagle Petroleum – Field operator with responsibilities including steam generating, water handling, oil/water separation, well, steam and water injection. With 24 hour operation of the field, I was responsible to respond to emergencies. Daily operations include well sampling, inspect equipment, assured maintenance scheduling and safety of third party companies, monitor gauges, use computer and other equipment to insure the productivity of the field. Track and record lockout/tag out control procedures and water meter data including steam and generator output.

Kings Oil Tools – Attend and participate in all safety meetings. Inspect and maintain equipment including but not limited to vacuum truck, backhoe, and skipping drag. Troubleshoot wells and perform well packs. Respond to emergency calls at critical wells during off duty hours. Responsible for scheduling my day to day operations with multiple customers and jobsites.

Key Energy – Crane/Fluid Management Supervisor and Operator
Responsibilities: As crane operator I ensure rigs have all supplies needed including pipe, rod, racks and pumps. Clean up location after rig has completed well. Worked with third party companies to replace steam line valves and well trees. Understanding of steam applications and safety protocols. When I worked as supervisor I met with customers to schedule jobs. Supervised vacuum trucks, cranes, and wench truck. Scheduled other equipment such as tanks and pumps. Held tailgate safety meetings. Tracked and scheduled maintenance on all equipment, ensured equipment met the customer's needs and requirements. Maintained log of all work for maximum productivity and tracked water usage. Tracked hours for employees and equipment. Completed employee performance evaluations. Revised standard operating procedures for well packing and polish rod changes to meet customer needs. Reviewed and submitted time tickets. Used a basic computer operating system including Windows, Word, Excel Outlook and other Company specific programs.

Philips Services Corporation - Equipment Operator / Truck Driver
Responsibilities: Operate backhoe, excavator, loader, crane, cleaning tanks, Hydro-blasting, performing clean up of hazardous materials and demolition. Drove trucks of all types vacuum, flatbed, dump, and end-dump. While working in the oilfields my day to day activities included troubleshooting wells, well packs, polish rod changes and relocation of pumping units.

ADDITIONAL SKILLS:

California Class A Drivers License

Bilingual - English/Spanish

REFERENCES

Dennis Bullard

[redacted]

Ruben Gonzales

[redacted]

William Bartosh

[redacted]

My name is Raphael Barrios, and I respectfully submit my interest in serving on the San Ardo Water Department Board. I am a long-time resident and have worked in and around San Ardo for over 25 years. I am committed to our community and would be honored to contribute my experience and dedication in service to the public.

Thank you,
Raphael Barrios

[redacted]

County of Monterey

Board Report

Legistar File Number: APP 26-050

Item No.25

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

March 10, 2026

Introduced: 3/2/2026
Version: 1

Current Status: Passed
Matter Type: Appointment

Reappoint Charles Nelson to the Fish & Game Advisory Commission representing District 1 as a Primary Representative with a term end date of February 1, 2029 (District Specific - District 1, Supervisor Alejo)

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

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

To: Clerk of the Board's Office

From: Linda Gonzalez, Chief of Staff, Office of Su

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 03/10/2026

Appointment to the Fish & Game Advisory Commission

Nominated Appointee: Charles E. Nelson

Nominated by: District 1, Supervisor Alejo

Representing: District 1, Primary

Reason for Nomination:

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

Term:

Start Date: 03/10/2026 Term End Date: 02/01/2029

RECEIVED
MONTEREY COUNTY
MAR 2 - 2026 10:04 AM
CLERK OF THE BOARD
VICENTE RAMIREZ DEPUTY

Fish & Game Advisory Commission Application

- State field is required.

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** *
Charles	E.	Nelson

Address Line 1 *

[redacted]

Address Line 2 ***(optional)***

City *	**State** *	**Postal Code** *
[redacted]		

What district do you live in? *

What district are you interested in serving in?

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

White

Gender

Male

Primary Phone *

[redacted]

Alternate Phone

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

Fish & Game Copmm.

nterests & Experiences

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

I am an outdoor person all my life:campiong hikling hunting fishing, etc. Having served on Mont. Co. F & GF Comm for 25+ years, i feel I have the3 experienced and interest to be of value to the F & G Comm. in fulfilling its ,ission. I was born in Mont. Co. and have lived here for all but about 14 years of my life.

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

see above. If any questions feel free to call me any time at [redacted]

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain

Grand jury approx. 40 years ago. Mont. Co. F & G Comm. for 25+ years.

How did you hear about the position?

my term was up

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 chosen

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

Employer **Job Title** **Occupation**

Retired from Salinas Valley Wax

Employer Address

nformation Regarding Conflict of Interest and Filing of Statements of Economic nterests (Form 700)

State and local law required that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

none

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

cen

County of Monterey

Board Report

Legistar File Number: OBM 26-026

Item No.26

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

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Item No.27

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

Board Report

Legistar File Number: OBM 26-027

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: General Public Comment
Matter Type: Other Board Matters

General Public Comments

County of Monterey

Board Report

Legistar File Number: 26-202

Item No.28

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

March 10, 2026

Introduced: 3/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Ceremony for the Unveiling Covid-19 Memorial Garden and Art, and Community Acknowledgments (The Ceremony will begin inside the Supervisors Chamber acknowledging community partners and donors, and then continue outside at the garden).

Introduced: 2/24/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

Receive a presentation from two of the four Development Set-Aside Agencies, Monterey County Film Commission (MCFC) and Arts Council for Monterey County (Arts4MC) for FY25-26.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Receive a presentation from two of the four Development Set-Aside Agencies, Monterey County Film Commission (MCFC) and Arts Council for Monterey County (Arts4MC) for FY25-26.

SUMMARY:

The Development Set-Aside (DSA) Program was established by the Board of Supervisors to support and promote economic development through tourism promotion, filmmaking, cultural arts programs, small business outreach that strengthens the workforce, and through other programs that broaden the County's economic base to increase revenue and promote the creation and retention of jobs. The organizations that administer these services provide an annual presentation to the Board of Supervisors detailing their efforts and performance.

The Board will receive presentations from Monterey County Film Commission (MCFC), and Arts Council for Monterey County (Arts4MC) to reflect the work being conducted throughout FY25-26. These presentations will include all activities and results for the current service period.

DISCUSSION:

The Monterey County Film Commission shall boost film industry outreach by increasing the number of inquiries that have positive results; tracking the number of media productions occurring in Monterey County, and raising the total funds spent in Monterey County from film production. It shall expand education and workforce opportunities by increasing the number of Monterey County film site locations and enhancing film-related job skills.

The Arts Council for Monterey County shall develop jobs and business opportunities in the art sector through creative impact grants, training, and promotion to artists' networks and associations. It shall increase public/private partnerships with partner hotels, partner districts, and partner schools to broaden the customer base of partner businesses. It shall leverage County investment by increasing

funding from foundations, small businesses, and individuals, and swelling earned revenue from the sale of artwork. It works to expand workforce development opportunities that focus on increasing the number of students ready to work in the arts.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has approved this report as to form.

FINANCING:
Receiving these presentations does not impact the County budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Development Set-Aside agencies provide programs and services that support the Board-approved Strategic Plan Goals.

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

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

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Isela Sandoval, Management Analyst II, x7214
Prepared by: Richard Vaughn, Economic Development Manager, x5602
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

Attachments:
PowerPoint Presentation

Introduced: 2/24/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation from two of the four Development Set-Aside Agencies, Monterey County Film Commission (MCFC) and Arts Council for Monterey County (Arts4MC) for FY25-26.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Receive a presentation from two of the four Development Set-Aside Agencies, Monterey County Film Commission (MCFC) and Arts Council for Monterey County (Arts4MC) for FY25-26.

SUMMARY:

The Development Set-Aside (DSA) Program was established by the Board of Supervisors to support and promote economic development through tourism promotion, filmmaking, cultural arts programs, small business outreach that strengthens the workforce, and through other programs that broaden the County's economic base to increase revenue and promote the creation and retention of jobs. The organizations that administer these services provide an annual presentation to the Board of Supervisors detailing their efforts and performance.

The Board will receive presentations from Monterey County Film Commission (MCFC), and Arts Council for Monterey County (Arts4MC) to reflect the work being conducted throughout FY25-26. These presentations will include all activities and results for the current service period.

DISCUSSION:

The Monterey County Film Commission shall boost film industry outreach by increasing the number of inquiries that have positive results; tracking the number of media productions occurring in Monterey County, and raising the total funds spent in Monterey County from film production. It shall expand education and workforce opportunities by increasing the number of Monterey County film site locations and enhancing film-related job skills.

The Arts Council for Monterey County shall develop jobs and business opportunities in the art sector through creative impact grants, training, and promotion to artists' networks and associations. It shall increase public/private partnerships with partner hotels, partner districts,

and partner schools to broaden the customer base of partner businesses. It shall leverage County investment by increasing funding from foundations, small businesses, and individuals, and swelling earned revenue from the sale of artwork. It works to expand workforce development opportunities that focus on increasing the number of students ready to work in the arts.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel has approved this report as to form.

FINANCING:
Receiving these presentations does not impact the County budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Development Set-Aside agencies provide programs and services that support the Board-approved Strategic Plan Goals.

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

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

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Isela Sandoval, Management Analyst II, x7214
Prepared by: Richard Vaughn, Economic Development Manager, x5602
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, x5309

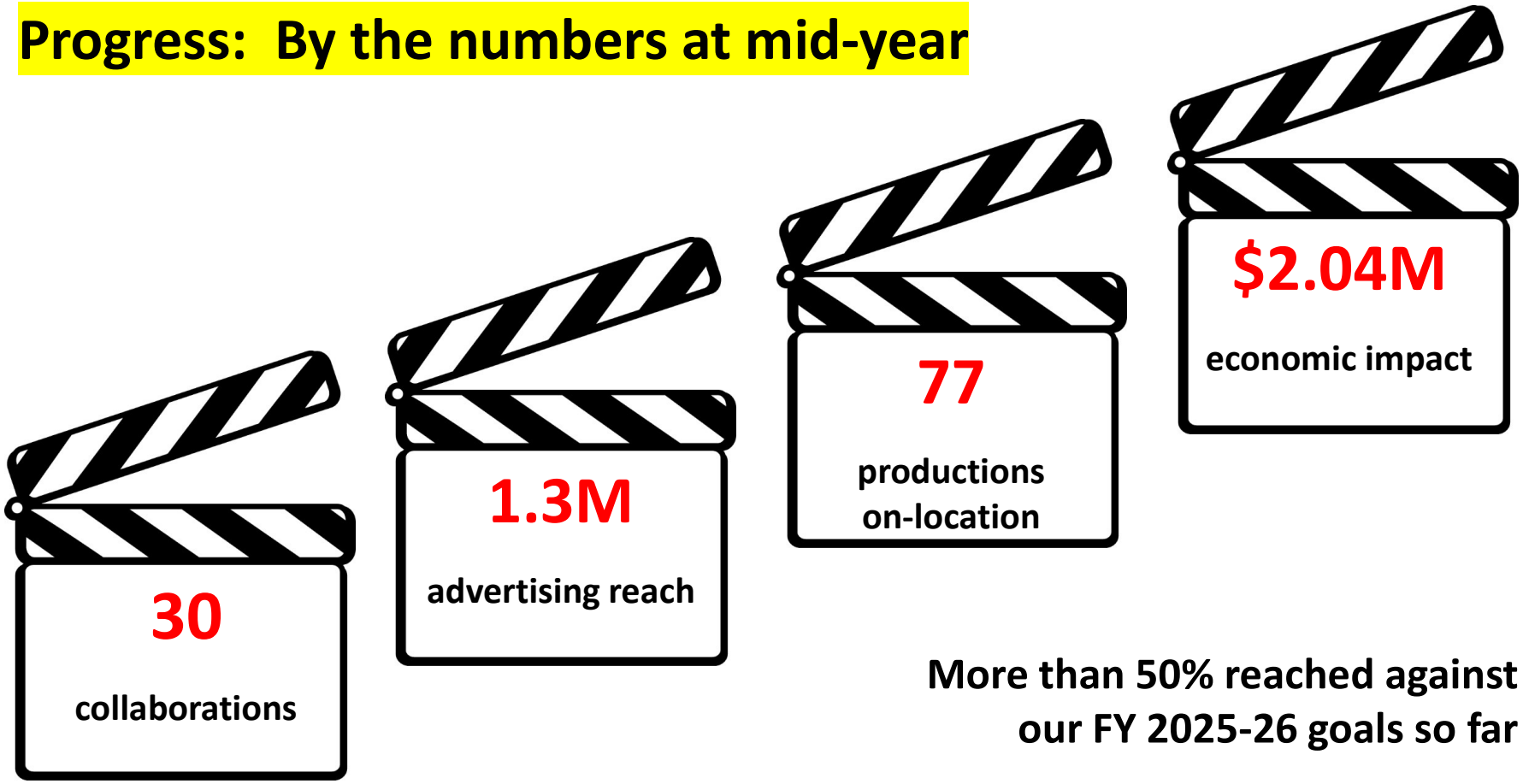
Attachments:
PowerPoint Presentation

"The MCFC mission is to inspire and facilitate film and media production throughout Monterey County, creating positive economic impact."



March 10, 2026 ***Mid-Year Report (July 1-Dec. 31, 2025)***

Progress: By the numbers at mid-year



More than 50% reached against our FY 2025-26 goals so far

Production highlights from July – December 2025

- **"The Trees Whisper at Night"** film short by South County director, Miguel Garcia Mendoza, with locations in Greenfield, Salinas, and King City
- **"The Rooster Prince"** feature, filmed on River Rd., Marina, Seaside, and Big Sur
- **WeatherTech Raceway at Laguna Seca** auto races



Abercrombie & Fitch

BODi BY BEACHBODY

Cadillac

MERRELL

REI co-op

Visit CARMEL BY-THE-SEA



On-location film production means jobs and business support in Monterey County

Crew/Production
Actors/Models/Voice-Over
Art Director
Assistant Director
Assistant Editor
Camera Operator
Carpenter/Construction
Director
Director of Photography
Editor
Grip/Lighting
Location Assistant
Location Scout/Manager
Make-up/Hair Styling
Music Composer/Scoring
Photographer- Still, Aerial, and Underwater
Post Production Manager
Production Assistant
Production Company
Production Coordinator
Production Designer
Prop Master
Recording Engineer
Screenwriter
Set Construction
Set Decorator
Sound Designer/Technician
Transportation Coordinator
Union/Guilds
Videographer
Wardrobe/Costume Design

Equipment/Facilities
Audio Visual Equipment
Editing Equipment/Software
Expendables
Grip/Lighting Equipment
Motorhomes
Portable Toilets
Production Equipment
Recording Studios
Screening Venues
Stages/Studios
Stock Footage/Images
Teleprompters
Underwater Equipment
Video Post Facilities
Water Trucks

Support Services
Accommodations
Advertising/PR Agencies
Aerial Services/Drones
Airports/Airlines
Animals/Trainers
Auto/Van/Truck Rental
Casting/Talent Agencies
Catering/Craft Services
Delivery Services
Disposal/Janitorial
Event Production/Party Planning
Fitness Trainer
Graphics/Visual Effects
Insurance
Limousine/Shuttles
Marine Services
Massage Therapist
Medical Services
Props/Prop Rental
Realtors/Home Rentals
Secretarial/Temp Agencies
Security
Studio Teacher/Childcare
Traffic Control/Signage
Translation Services
Vintage Cars/Ships/Aircraft

Things to Do
Dining/Nightlife
Events
Film Festivals
Golf
Museums/Aquarium
Shopping
Sightseeing Tours
Spa/Health
Sports/Recreation
Wine Tasting

CA Film Incentive Program 4.0: Doubled to $750 million

The California legislature approved a $750M film and TV tax incentive program effective July 1, 2025. Tax credits will now be refundable.

Productions that film outside the LA Zone (like Monterey County) get an additional 5% boost.

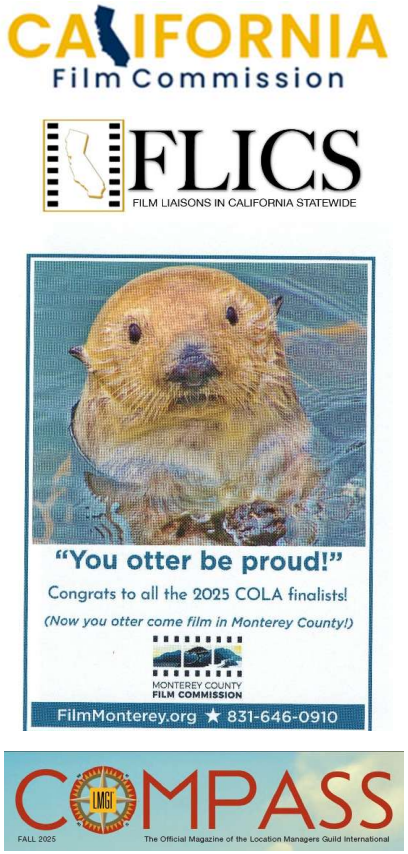
Since its inception in 2009, California's Film & Television Tax Credit Program, administered by the California Film Commission, has generated over **$30.6 billion in economic activity** and has supported **more than 228,000 cast and crew jobs** across the state.

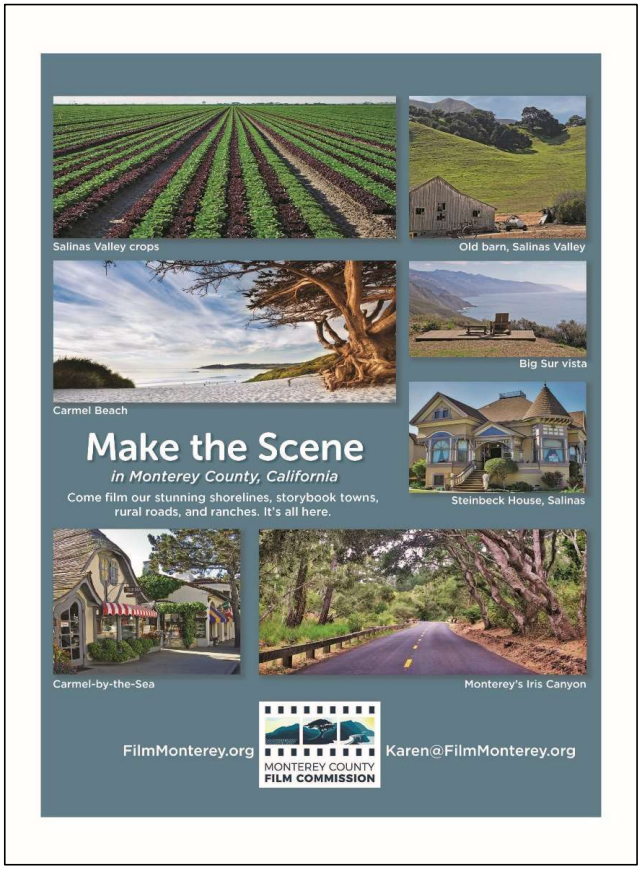


FLICS
FILM LIAISONS IN CALIFORNIA STATEWIDE

Promoting Monterey County to the global film industry







makers
REAL INSIGHT INTO GLOBAL PRODUCTION

thelocationguide™

FILM USA

LMGI™ LOCATION MANAGERS GUILD INTERNATIONAL

KFTV

Local exposure: Filming's financial impact in Monterey County

Boosting the economy through film and media productions

The nonprofit Monterey County Film Commission (MCFC) has been effectively promoting Monterey County as a premier film site to the film industry since it was established by the Monterey County Board of Supervisors in 1987. To date, more than $142 million has come to county-wide communities from direct location spend by productions such as the recent "Whalefall" feature film, TV series "Big Little Lies," commercials, videos, documentaries, and fashion shoots.

Film productions take pictures and leave money in local communities, in support of accommodations, goods and services, and local crew hires. MCFC works to keep Monterey County top-of-mind as a preferable film option in a highly competitive global marketplace.

The film commission's website showcases film locations, permit details, Made-in-Monterey movie information, and maintains an online Production Resources Guide. Monterey County residents and businesses interested in being hired by on-location productions can list their contact information for free at https://Film-Monterey.org/Resources/.

MCFC is helping build and strengthen the local crew base with "Hollywood in Your Backyard" networking events, connecting with filmmakers and supporters of film. And to help future filmmakers, MCFC seeks private donations to fund its annual Director Emeritus Richard Tyler Film Student Scholarship Award for Monterey County film students.

To contribute or for more information, see https://FilmMonterey.org, email info@FilmMonterey, or call 831-646-0910.



Provided Photo

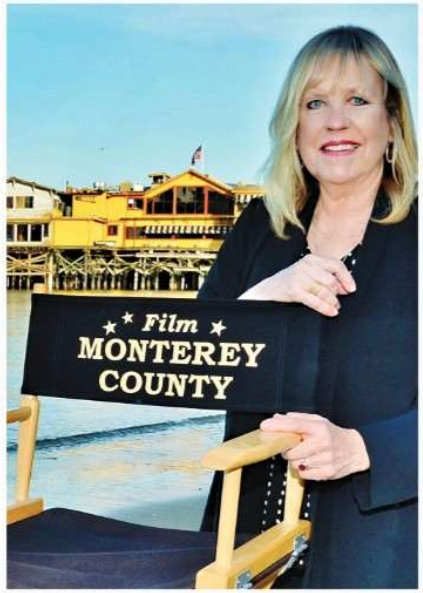


We're bringing "Lights, Camera, and *Economic* Action" to Monterey County through the film industry.

- **$142 million economic impact** in local communities since our creation by the Monterey County Board of Supervisors.
- **200+ movies, commercials, TV shows** *(Big Little Lies)* filmed scenes here.
- **Support our nonprofit's work** and donate at FilmMonterey.org.
- Add your **crew and business listings** to our online Resources Guide to reach film producers.

MONTEREY COUNTY FILM COMMISSION

831-646-0910 • FilmMonterey.org



"Reel Business" for Monterey County

Film and media productions on-location have boosted the local economy by more than $142 million since the Monterey County Film Commission was created in 1987 by the Monterey County Board of Supervisors. AFCI Certified Film Commissioner Karen Seppa Nordstrand has been assisting productions and promoting our area's locations, crew, and local resources for 35 years.

Countywide businesses and locals benefit as productions pay for goods, services, crew, hotels, location rentals and more. The nonprofit film commission thanks the County of Monterey for its support of "Lights, cameras and economic action."

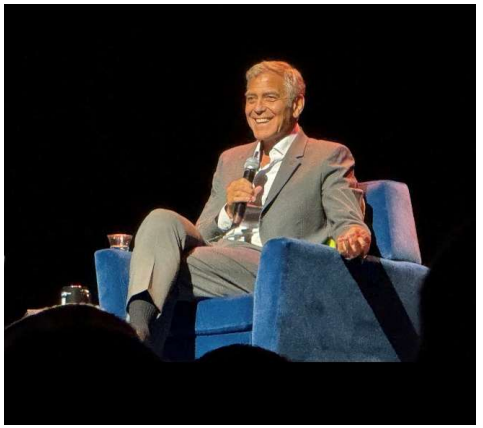
Karen Seppa Nordstrand
831-646-0910
Karen@FilmMonterey.org
FilmMonterey.org

MONTEREY COUNTY FILM COMMISSION

Film commission at industry events and professional training





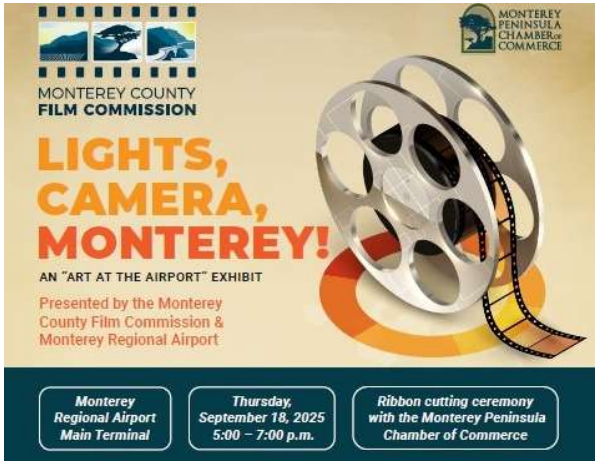








Community collaborations







Monterey County Film Commission Selects
2025 Film Student Scholarship Winners


Jameson Paull


Julian Sumano

MONTEREY COUNTY FILM COMMISSION'S
DIRECTOR EMERITUS RICHARD TYLER

FILM STUDENT SCHOLARSHIP AWARD PROGRAM



$2,000 ★ AWARD

“Lights, camera, *economic action*” in Monterey County

MONTEREY COUNTY
FILM COMMISSION



COUNTY OF MONTEREY CALIFORNIA
1850



ARTS COUNCIL
for Monterey County

The Arts Council for Monterey County champions the arts to enrich our community - through education, healing programs and support for local creatives, nonprofits and cultural organizations.

DSA Partner since 1985 to provide arts & cultural programs to strengthen our economic base.

SNAPSHOT: July - December 2025

ARTS COUNCIL for Monterey County

- $161,300 invested in 45 local arts organizations—strengthening the creative economy = $1 million economic impact
- 227 Open Studios participants (+51% growth from 2024)
- 35 artists and 60+ original works exhibited at the County Government Center
- Prop 28 provides $12M+ annually to Monterey County schools for arts education
- Regional shortfall of 129 credentialed arts & music teachers—pathway partnerships underway

Looking Ahead: 2026 Priorities

- • Expand credentialed arts teacher workforce pathway with regional college partners
- • Grow County-based public art exhibitions and civic installations
- • Continue mural collaborations and creative placemaking in underserved areas
- • Support cultural tourism through updated Art Tours and community festivals
- • Deepen partnerships that leverage County investment for maximum community benefit

Goal #1 - ECONOMIC DEVELOPMENT

ARTS COUNCIL for Monterey County

$161,300 in funding provided to 45 art organizations to date to build capacity and strengthen our arts & cultural sector.





Goal #1 - ECONOMIC DEVELOPMENT

ARTS COUNCIL for Monterey County

Supporting Festivals and Concerts which bring out of town guests to boost TOT



SAND CITY'S ANNUAL
WEST END
CELEBRATION
AUGUST 23 & 24, 2025



CARMEL
INTERNATIONAL
FILM FESTIVAL



Goal #1 - ECONOMIC DEVELOPMENT

ARTS COUNCIL for Monterey County

Supporting Local Emerging Artists to build their art businesses



262 Main Street, Salinas





ARTWORKS @SALINAS
Studios & Gallery
A program of Arts Council for Monterey County

Goal #1 - ECONOMIC DEVELOPMENT

To drive economic development in Downtown Salinas, while promoting the arts & culture in our community





FIRST FRIDAY SALINAS



Goal #1 - ECONOMIC DEVELOPMENT

ARTS COUNCIL for Monterey County

Other Public Art Exhibitions include the Monterey Peninsula Chamber of Commerce, Monterey County Health Dept, and the offices of Assembly Member Dawn Addis, Senator John Laird and U.S. Representative Zoe Lofgren

County Government Center

“The Five Classical Elements” Exhibition



Annual Art Installation and Exhibition with 35 artists and more than 60 original pieces of art on display through December 2026



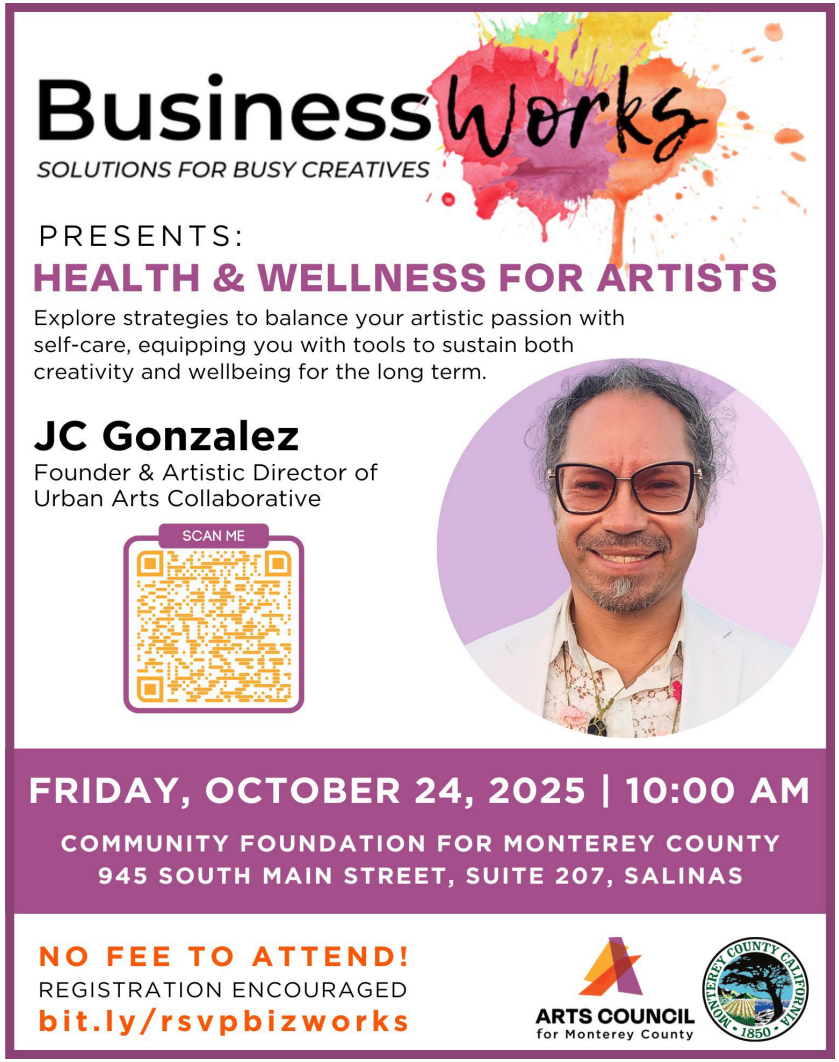
County Administrative Officer Board Room

Goal #2 - WORKFORCE DEVELOPMENT

ARTS COUNCIL for Monterey County

Free quarterly marketing and professional development programs for artists, arts leaders and arts organizations:





Goal #2 - WORKFORCE DEVELOPMENT

ARTS COUNCIL for Monterey County

Visual Art and Performing Arts Pathway

- In November 2022, PROP 28 passed with an overwhelming majority and now provides $1 billion annually to fund more than 5,500 NEW credentialed or classified art teachers to fulfill the mandated visual and performing arts programs throughout California schools, with more than $12,000,000 funded to Monterey County K-12 schools.
- Our local region (Santa Cruz, San Benito and Monterey County) is short by 129 credentialed art and music teachers.
- Partnering with CSUMB to develop a pathway for artists and teachers to obtain the required training.



Nov 15, 2025 –
Held a Community Planning session including representatives from Monterey County Office of Education, Hartnell College and Cal State Monterey Bay

Goal #3 - MARKETING

ARTS COUNCIL for Monterey County

OPEN STUDIOS Art Tour

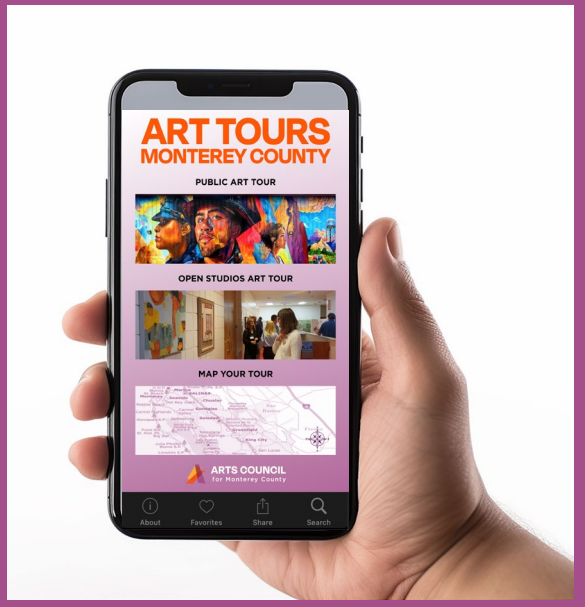
A program of Arts Council for Monterey County

2025 Highlights

- ✓ Held October 12th & 13th and October 19th & 20th
- ✓ Increased number of participants from 150 in 2024 to 227 in 2025 – a 51% increase in 2nd year
- ✓ Artists opened their studios from Moss Landing to King City
- ✓ 12% of attendees visited from outside of Monterey County
- ✓ Updated Public Art Tour to Free Mobile App in 2025







Goal #3 - MARKETING

COMMUNITY EVENTS AND FESTIVALS

Aug 2025 – West End Celebration, Sand City

Sep 2025 – Monterey Jazz Festival, East Garrison/Marina Art Fair

October 2025 – Educator Open House at Monterey Bay Aquarium

Dec 2025 – City of Salinas Tree Lighting Ceremony









Goal #3 - MARKETING

CULTURAL ROADTRIP

Explore the vibrant art & culture in Monterey County!



EXPLORE!

· Monterey
Carmel · Valley
· Big Sur
· Salinas
King City
· North Monterey County

ARTS COUNCIL for Monterey County
Learn more at arts4mc.org

The Carmel Pine Cone
TRUSTED BY LOCALS AND LOVED BY VISITORS SINCE 1915

KSBW

KRML 94.7 FM KRML.COM

MONTEREY COUNTY WEEKLY

MONTEREY HERALD Serving Monterey County

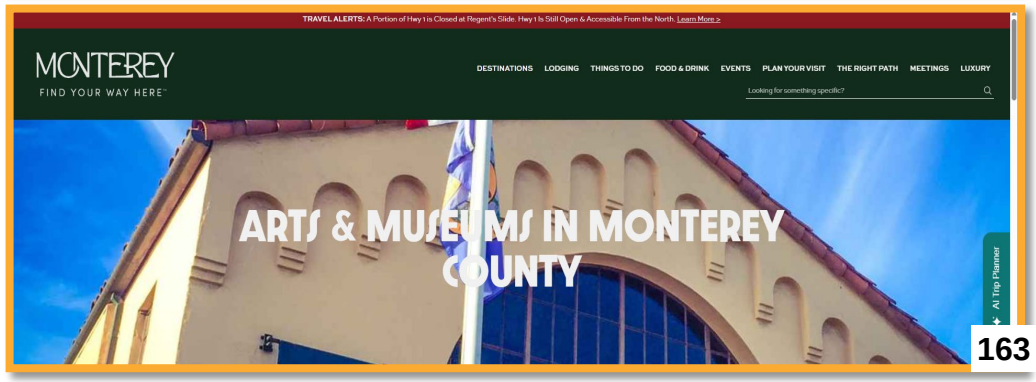
MONTEREY PENINSULA CHAMBER OF COMMERCE

Salinas Valley CHAMBER OF COMMERCE

KING CITY CHAMBER OF COMMERCE & AGRICULTURE

King City Rustler





Goal #4 - COLLABORATIONS AND PARTNERSHIPS

ARTS COUNCIL for Monterey County

- ✓ In partnership with See Monterey, supporting their new “Off the Canvas” campaign focused on public art and Art & Culture Itineraries in Monterey County
- ✓ Consulting with Sand City and EMC Planning on Art Park – live/work for artists, green space and community events
- ✓ Opened office at Sol Treasures to support the arts in South County
- ✓ Collaborating with United Way of Monterey County to provide 2 more murals along Mid-Town Alley

Sol Treasures
Arts and Cultural Enrichment Center
Create Share Celebrate

SEE MONTEREY





POET LAUREATE PROGRAM

ARTS COUNCIL for Monterey County





MONTEREY COUNTY YOUTH POET LAUREATE

MONTEREY COUNTY POET Laureate
A program of Arts Council for Monterey County

COMING SOON

ARTS COUNCIL for Monterey County



Celebrating the creative "superheroes" of Monterey County who keep our local art scene vibrant and thriving.

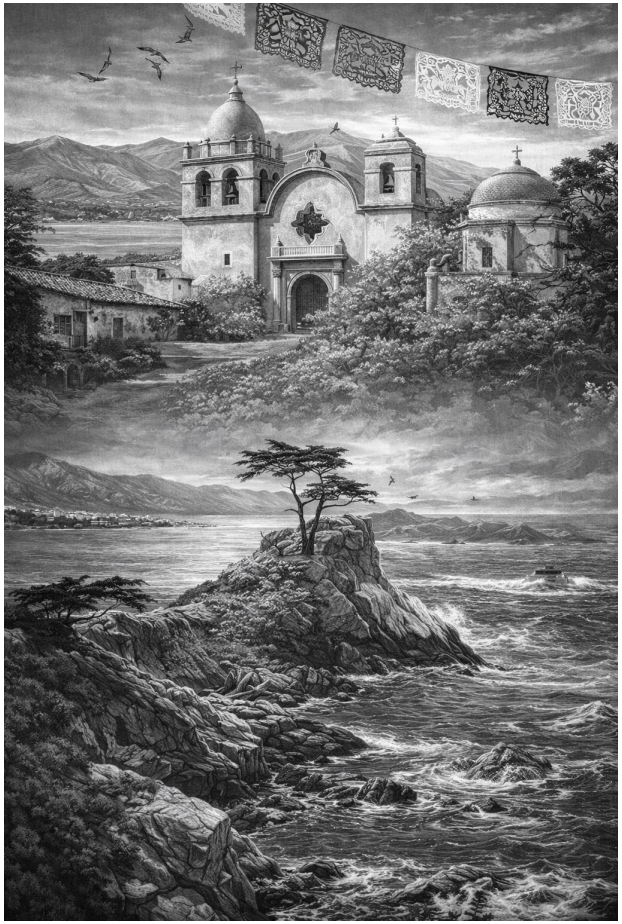
April 17, 2026



A partnership of Sol Treasures and the Arts Council for Monterey County

October 3, 2026

The arts don’t just add color. They add economic strength.





Thank you for your partnership!

County of Monterey

Item No.30

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

Board Report

Legistar File Number: OBM 26-028

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **March 10, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in May 2026.	Pending
2	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**Postponed**
3	2018.28	12/4/2018	Phillips	HCD		Spencer	Affordable Housing in the Coastal Zone	Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs." HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing.	Pending
4	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. The project is now fully funded with additional $50,000 is proposed for funding allocated to the project during the FY26 CIP. Construction site work is underway and the project including art panels is expected to be completed by January 2026. **Referral deemed complete by referring Supervisor on February 17, 2026.**	**COMPLETE**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
5	2021.09	5/25/2021	Church/Askew	CAO		Bokanovich	Review of Board Committee Responsibilities	This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a report to the Board in early May 2026.	Pending
6	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.Proposed completion date in 2026.	Pending
7	2021.29	12/7/2021	Adams	PWFP		Ishii	Increased Fines for Big Sur Roadside Camping Prohibition	This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of January Winter 2025.	Pending
8	2022.02	1/11/2022	Askew	CAO		Blitch/Chiulos	Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
9	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishii~~ Spencer	Revisit Rossi Road Extension Plan	This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028.	Pending
10	2022.14	4/19/2022	Lopez	PWFP		Ishii	Harkins Road	This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the February 28, 2023 March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. Staff is exploring a "pilot program" option with TAMC.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
11	2022.22	9/27/2022	Alejo	PWFP		Ishii/Lerable	East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office**	This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas. Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted.	Pending
12	2023.03	2/7/2023	Alejo	HCD		Spencer	Affordable Senior Housing Project at 855 East Laurel Drive	This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026.	Pending
13	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark. $500K of Federal appropriations were awarded in Feb 2026 via Congresswoman Lofgren's office with PWPF and Leg staff collaboration with SRSA **Referral deemed complete by referring Supervisor on February 17, 2026.**	**COMPLETE**
14	2023.13	7/11/2023	Church	PWFP		Ishii	Laurel Yard Master Plan	This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan was expected to be completed in Fall 2025. A 2 hour workshop at the Board of Supervisors occured on January 13th, 2026 to review the Facilities Master Plan and included options for reuse of Laurel Yard for the Board to consider including the optionfor partial relocation of selected existing users to allow for future affordable housing development. The Board of Supervisors provided preliminary direction to seek further input from Departments and return back to the Board for final direction. A second workshop will be scheduled in Spring 2026 which will finalize FMP and fulfill this referral.	Pending
15	2023.17	7/19/2023	Adams	HCD		Spencer	Safeguard & Maintain Historic Buildings in Monterey County	Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. Proposed completion date in 2027.	Pending
16	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. Staff will provide an update to the Board on February 3, 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
17	2023.22	11/28/2023	Adams	PWFP		Ishii	Bixby Bridge - Traffic and Pedestrian Safety	Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Complete?
18	2024.04	3/23/2024	Church	CAO/PWFP		Paolinelli/Ishii	Maintenance of Little Bear Creek: Permits	This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded	Pending
19	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in ~~Summer 2025~~ Early 2026.	Pending
20	2024.07	5/14/2024	Alejo	HCD		Spencer	County Tenant Relocation Assistance Ordinance Update	This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually.	Pending
21	2024.10	9/10/2024	Church	Health		Jimenez	Allow POU/POE Water Treatment for New Construction (Including ADUs)	To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. Staff will provide an update to the Board on February 6, 2026.	Pending
22	2024.11	9/10/2024	Church	Health		Jimenez	Modifications to the County's Rooster Ordinance	This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. Proposed completion date in October 2025.	Pending
23	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
24	2024.13	9/24/2024	Alejo	CAO		Paolinelli	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response on October 7, 2025. **Deemed complete by referring supervisor on January 28, 2026.**	**COMPLETE**

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
25	2024.17	12/3/2024	Church	HCD/CAO		Spencer/Paolinelli	Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions	This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025. Not implemented.	Pending
26	2025.01	2/4/2025	Alejo	County Counsel		Blitch	Monterey County Fracking Ban	The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
27	2025.03	4/22/2025	Askew	CAO/COB		Chiulos/Ralph	Encouraging Broad Diverse Applicant Pools with Transparent Outreach	This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025.	Pending
28	2025.04	4/22/2025	Askew	CAO/County Counsel/COB		Chiulos/Blitch/Ralph	Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction.	The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. A preliminary analysis was provided in May 2025. The subject policy revision will be brought forward to the Board in March 2026.	Pending
29	2025.05	5/13/2025	Daniels	PWFP		Ishii	Bixby Bridge – No Parking	Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Complete?
30	2025.06	6/10/2025	Alejo/Lopez	Health		Jimenez	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025. Staff was directed to return with a more comprehensive analysis of referral and anticipated effort for completion in September 2025. **Referral deemed complete by Supervisor Alejo and Supervisor Lopez on February 2, 2026.**	**COMPLETE**
31	2025.07	8/5/2025	Alejo	PWFP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025. (Part 1) "Board of Supervisors Official Support" - No PWFP challenges: D1 office is working with County Counsel to establish a fund with the the Community Foundation for Monterey County. (Part 2) "Financially Contribute" - No PWFP challenges: On 01/27/26 the BOS approved 100K from the D1 discretinoary funds for the maintenance and development of hte Alisal Arch in East Salinas. **Staff will return to the BOS with additional funding options when City Staff are authorized by their Council to proceed with the project.** The project is located within City of Salinas limits, therefore PWFP has limited influence over cost, timeline, and procurement. **Referral deemed complete by referring Supervisor on February 17, 2026. Referral is to come back as per the above notes.**	**COMPLETE**
32	2025.08	8/5/2025	Alejo	Health		Jimenez	Mitigation Monitoring for the Salinas Regional Soccer Complex	The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. Staff will provide an update to the Board on October 21, 2025.	Pending
33	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025.	Pending
34	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. Staff were instructed to return to the Board with a proposed ordinance and anticipated effort for completion in March 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
35	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
36	2025.13	10/21/2025	Alejo	CAO		Chiulos/Pasculli	County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
37	2025.14	10/21/2025	Alejo	CAO		Paolinelli/Vaughn	Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025. Staff will provide an update to the board in March 2026.	Pending
38	2025.15	10/28/2025	Church	HCD/County Counsel		Spencer/Blitch	Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
39	2025.16	11/18/2025	Alejo	NMC/Health		Harris/Jimenez	Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program considering thousands of Monterey County residents who are expected to lose their Medi-Cal coverage starting in 2026. Staff provided a preliminary response on January 27, 2026, and recommended the Board consider approving Esperanza Care 2.0 pilot be implemented July 1, 2026, with an enrollment up to 500 participants. The CAO, Health Department, and Natividad staff were directed to collaborate on the development and funding plan for the Pilot. The Departments will continue to have discussions with community based organizations to ensure a successful roll-out of Pilot.	Pending
40	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
41	2026.01	2/3/2026	Daniels	CAO		Beaton	Establish a Local Housing Fund through Special Tax Measure	The purpose of this referral is to explore the feasibility of implementing a local real estate transfer tax on high-value property sales in unincorporated Monterey County to create a local housing fund for home development in relative proximity to those transactions. Staff will provide a preliminary response to the Board on March 10, 2026.	Pending
								Completed by Executive Assistant on March 5 2026.	

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

a. Consider adoption of an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County.
b. Find that the adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.
CEQA Action: Categorically Exempt.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find that the adoption of the ordinance is categorically exempt under CEQA pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment; and
b. Adopt an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County.
CEQA Action: Categorically Exempt.

SUMMARY/DISCUSSION:
On February 10, 2026, the Board of Supervisors introduced, waived the reading, and set today's date to consider adoption of the proposed ordinance to add Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County, and find that the adoption of this ordinance is categorically exempt per California Code of Regulations (CCR) Section 15301(c) and Section 15308 of the California Environmental Quality Act (CEQA) Guidelines. Some public comments on the proposed ordinance were received at the February 10, 2026 meeting, including additional direction from the Board. That additional direction included: a status report on the timeline of connecting the unhoused to services and resources, and; exploring expansion of the No Oversized Vehicle parking ordinance into all of Pajaro, given the recent actions taken by a neighboring municipality, the City of Watsonville. It was reported at the February 10, 2026, Board Meeting, that the City of Watsonville was considering an ordinance

that was stricter than the County's proposed ordinance.

With regards to the status: On any given day, there are approximately twelve to fifteen oversized vehicles parked with people experiencing homelessness occupying them as their primary means of housing. The Board of Supervisors directed the Homelessness Strategies and Initiatives Division to deploy homeless street outreach teams to engage with individuals and families that would be impacted by the recommended ordinance and identify possible solutions for homelessness status. Though the County is exploring a Safe Parking Program and has located potential sites, a designated and prepared location has not been developed by the writing of this Board Report.

Additional direction was to explore the expansion of the No Oversized Vehicle ordinance. Since the first reading of the ordinance, County staff have further conferred with law enforcement. While data is limited since the previous Board meeting, there is concern that a neighboring jurisdiction has enacted an ordinance stricter than this proposed County ordinance. There is also consensus among law enforcement to expand the ordinance to more roads in Pajaro. At this time, staff proposes that the Board adopt the ordinance with the current prohibition limits, and continue to monitor the conditions as part of an incremental approach. Should conditions in the future necessitate expansion of the prohibition limits, staff will return at that time.

Background

At the February 10, 2026 Board Meeting, staff reported that: In response to community concerns, Supervisorial District 2 prepared Board Referral No. 2025.11 seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction. Railroad Avenue is a County maintained road in the Pajaro community, an unincorporated community south of the City of Watsonville. It is Public Works, Facilities and Parks (PWFP) staff understanding from the Board Referral, that roadside parking of recreational vehicles on Railroad Avenue has created a consistent and increasing public health and safety concern for the community and businesses of Pajaro, particularly regarding unhoused persons living in oversized vehicles along this road without appropriate services, disruptions for residents and businesses, crime, traffic hazards caused by parked vehicles blocking travel lanes, and the illegal dumping of trash and refuse.

On November 4, 2025, Public Works, Facilities and Parks (PWFP) provided the Board of Supervisors a preliminary analysis report in response to said Board referral. The Board added Allison Road for consideration, due to concerns with food safety. The Board also indicated the need for a Safe Parking Program in North Monterey County, as a location for unhoused individuals who would be displaced, and directed staff to explore options to facilitate a Safe Parking Program.

For months, the staff of the CAO-Homelessness Strategies and Initiatives Division, the Environmental Health Bureau (EHB), Monterey County Sheriff's Office (MCSO) Vehicle Abatement, California Highway Patrol (CHP), Housing and Community Development (HCD), the Office of the County Counsel, and PWFP have been contending with complaints of illegal dumping/litter, oversized vehicles parking and causing health and safety issues, parked campers, and other issues, including potential food safety issues, in this area of Pajaro. Much of this same team has been working to identify a Safe Parking Program in North Monterey County. The proposed ordinance would add Section 12.28.013

to Chapter 12.28 - STOPPING, STANDING AND PARKING of Title 12 - VEHICLES AND TRAFFIC of the Monterey County Code.

Based on the feedback and research conducted by staff, a new section of Title 12 of Monterey County Code must be established to achieve the objectives of the Board Referral request. Staff proposes an ordinance to add this new section. The ordinance will also codify the definition of an "oversized vehicle" because a definition does not exist in State law (the California Vehicle Code).

The proposed ordinance is for the protection of the public peace, health, safety and welfare of the County constituents and visitors in the Pajaro community.

To address the campers parking on Railroad Avenue, PWFP proposes to install "No Illegal Camping" signage, consistent with the already-existing Section 14.18.020(B) of Title 14 of the Monterey County Code, which prohibits camping between the hours of six p.m. (6:00PM) and six a.m. (6:00AM) on any public road. However, the proposed ordinance would apply to all times, without reference to time of day.

This proposed ordinance is one component of a broader County strategy that includes continued pursuit of a Safe Parking Program and coordination with service providers to connect unhoused individuals to shelter, sanitation, and housing resources.

OTHER AGENCY INVOLVEMENT:
PWFP staff have been working with Housing Community Development (HCD), Office of the County Counsel, Monterey County Sheriff's Office (MCSO), CAO-Homelessness Strategies and Initiatives Division, County Environmental Health Bureau (EHB), California Highway Patrol (CHP), and others. The Office of the County Counsel has approved the ordinance as to legal form.

FINANCING:
Adoption of this ordinance requires the posting of appropriate signage. These traffic control devices will be funded by the Road Fund. The cost to install the necessary signage is estimated at $6,000. Sufficient funds are available in the Fiscal Year (FY) 2025-26 Recommended Budget for the Road Fund 002, Appropriation Unit PFP004 to finance this work.

CEQA:
The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Safe and Resilient Communities. These services will enhance the County's transportation safety and accessibility, improving the quality of life for County residents.

X Well-Being and Quality of Life

__ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
__ Diverse and Thriving Economy
__ Administrative

Prepared by: Randell Ishii, MS, PE, TE, PTOE, 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

Attachments:
Attachment A - Board Referral No. 2025.11
Attachment B - Draft Ordinance
Attachment C - Location Map

(Attachments on file with Clerk of the Board)

Introduced: 3/4/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

a. Consider adoption of an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County.
b. Find that the adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.
CEQA Action: Categorically Exempt.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find that the adoption of the ordinance is categorically exempt under CEQA pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment; and
b. Adopt an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County.
CEQA Action: Categorically Exempt.

SUMMARY/DISCUSSION:
On February 10, 2026, the Board of Supervisors introduced, waived the reading, and set today's date to consider adoption of the proposed ordinance to add Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of Monterey County, and find that the adoption of this ordinance is categorically exempt per California Code of Regulations (CCR) Section 15301(c) and Section 15308 of the California Environmental Quality Act (CEQA) Guidelines. Some public comments on the proposed ordinance were received at the February 10, 2026 meeting, including additional direction from the Board. That additional direction included: a status report on the timeline of connecting the unhoused to services and resources, and; exploring expansion of the No Oversized Vehicle parking ordinance into all of Pajaro, given the recent actions taken by a neighboring municipality, the City of Watsonville. It was reported at the February 10, 2026, Board Meeting, that the City of Watsonville was considering an ordinance

that was stricter than the County's proposed ordinance.

With regards to the status: On any given day, there are approximately twelve to fifteen oversized vehicles parked with people experiencing homelessness occupying them as their primary means of housing. The Board of Supervisors directed the Homelessness Strategies and Initiatives Division to deploy homeless street outreach teams to engage with individuals and families that would be impacted by the recommended ordinance and identify possible solutions for homelessness status. Though the County is exploring a Safe Parking Program and has located potential sites, a designated and prepared location has not been developed by the writing of this Board Report.

Additional direction was to explore the expansion of the No Oversized Vehicle ordinance. Since the first reading of the ordinance, County staff have further conferred with law enforcement. While data is limited since the previous Board meeting, there is concern that a neighboring jurisdiction has enacted an ordinance stricter than this proposed County ordinance. There is also consensus among law enforcement to expand the ordinance to more roads in Pajaro. At this time, staff proposes that the Board adopt the ordinance with the current prohibition limits, and continue to monitor the conditions as part of an incremental approach. Should conditions in the future necessitate expansion of the prohibition limits, staff will return at that time.

Background

At the February 10, 2026 Board Meeting, staff reported that: In response to community concerns, Supervisorial District 2 prepared Board Referral No. 2025.11 seeking to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles that violate this no-parking restriction. Railroad Avenue is a County maintained road in the Pajaro community, an unincorporated community south of the City of Watsonville. It is Public Works, Facilities and Parks (PWFP) staff understanding from the Board Referral, that roadside parking of recreational vehicles on Railroad Avenue has created a consistent and increasing public health and safety concern for the community and businesses of Pajaro, particularly regarding unhoused persons living in oversized vehicles along this road without appropriate services, disruptions for residents and businesses, crime, traffic hazards caused by parked vehicles blocking travel lanes, and the illegal dumping of trash and refuse.

On November 4, 2025, Public Works, Facilities and Parks (PWFP) provided the Board of Supervisors a preliminary analysis report in response to said Board referral. The Board added Allison Road for consideration, due to concerns with food safety. The Board also indicated the need for a Safe Parking Program in North Monterey County, as a location for unhoused individuals who would be displaced, and directed staff to explore options to facilitate a Safe Parking Program.

For months, the staff of the CAO-Homelessness Strategies and Initiatives Division, the Environmental Health Bureau (EHB), Monterey County Sheriff's Office (MCSO) Vehicle Abatement, California Highway Patrol (CHP), Housing and Community Development (HCD), the Office of the County Counsel, and PWFP have been contending with complaints of illegal dumping/litter, oversized vehicles parking and causing health and safety issues, parked campers, and other issues, including potential food safety issues, in this area of Pajaro. Much of this same team has been working to identify a Safe Parking Program in North Monterey County. The proposed ordinance would add Section 12.28.013

to Chapter 12.28 - STOPPING, STANDING AND PARKING of Title 12 - VEHICLES AND TRAFFIC of the Monterey County Code.

Based on the feedback and research conducted by staff, a new section of Title 12 of Monterey County Code must be established to achieve the objectives of the Board Referral request. Staff proposes an ordinance to add this new section. The ordinance will also codify the definition of an "oversized vehicle" because a definition does not exist in State law (the California Vehicle Code).

The proposed ordinance is for the protection of the public peace, health, safety and welfare of the County constituents and visitors in the Pajaro community.

To address the campers parking on Railroad Avenue, PWFP proposes to install "No Illegal Camping" signage, consistent with the already-existing Section 14.18.020(B) of Title 14 of the Monterey County Code, which prohibits camping between the hours of six p.m. (6:00PM) and six a.m. (6:00AM) on any public road. However, the proposed ordinance would apply to all times, without reference to time of day.

This proposed ordinance is one component of a broader County strategy that includes continued pursuit of a Safe Parking Program and coordination with service providers to connect unhoused individuals to shelter, sanitation, and housing resources.

OTHER AGENCY INVOLVEMENT:
PWFP staff have been working with Housing Community Development (HCD), Office of the County Counsel, Monterey County Sheriff's Office (MCSO), CAO-Homelessness Strategies and Initiatives Division, County Environmental Health Bureau (EHB), California Highway Patrol (CHP), and others. The Office of the County Counsel has approved the ordinance as to legal form.

FINANCING:
Adoption of this ordinance requires the posting of appropriate signage. These traffic control devices will be funded by the Road Fund. The cost to install the necessary signage is estimated at $6,000. Sufficient funds are available in the Fiscal Year (FY) 2025-26 Recommended Budget for the Road Fund 002, Appropriation Unit PFP004 to finance this work.

CEQA:
The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended action supports the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Safe and Resilient Communities. These services will enhance the County's transportation safety and accessibility, improving the quality of life for County residents.

X Well-Being and Quality of Life

__ Sustainable Infrastructure for the Present and Future
X Safe and Resilient Communities
__ Diverse and Thriving Economy
__ Administrative

Prepared by: Randell Ishii, MS, PE, TE, PTOE, 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

Attachments:
Attachment A - Board Referral No. 2025.11
Attachment B - Draft Ordinance
Attachment C - Location Map

(Attachments on file with Clerk of the Board)

Attachment A

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.11
Assignment Date: 09/16/25
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00AM on Wednesday prior to Board meeting:

Date: 5 Sept. 2025	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: No Recreational Vehicle Parking on Railroad Avenue in Pajaro		

Referral Purpose:
Request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction.

Brief Referral Description (attach additional sheet as required):
Homeless individuals are living in recreational vehicles along this road without appropriate services. These individuals park a variety of vehicles, including motor homes, campers and trailers, to sleep and live in. The uncontrolled use of the road for this purpose has resulted in serious disruptions for residents and businesses as well as health and safety problems, including crime, blocking of travel lanes and dumping of trash and refuse.

Classification - Implication	Mode of Response
☐ Ministerial / Minor X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: ASAP ☐ Specific Date: _____

ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:

Department(s): PWFP	Referral Lead: Randy Ishii	Board Date: 09/16/25

REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:

Department(s):	Referral Lead:	Date:

ANALYSIS - Completed by Department and copied to Board Offices and CAO:

Department analysis of resources required/impact on existing department priorities to complete referral:

Analysis Completed By: _____ Date: _____	**Department's Recommended Response Timeline** ☐ By requested date ☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months ☐ 1 year ☐ Other/Specific Date: _____

REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:

Referral Response Date:	Board Item No.:	Referrals List Deletion:

Note: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, TO ADD SECTION 12.28.013 TO THE MONTEREY COUNTY CODE TO PROHIBIT OVERSIZED VEHICLE PARKING AT ALL TIMES WITH TOW AWAY AUTHORIZATION ON RAILROAD AVENUE AND ALLISON ROAD

County Counsel Summary

This is an ordinance for the protection of the public peace, health, and safety of Monterey County residents and visitors to prohibit oversized vehicle parking at all times along Railroad Avenue and Allison Road. This ordinance is necessary due to individuals parking oversized vehicles on Railroad Avenue and Allison Road in an unsafe manner creating obstruction of the travel lanes, and a danger to pedestrians and vehicles. This ordinance adds Section 12.28.013 to the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization along Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road.

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

SECTION 1. PURPOSE AND FINDINGS.

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

B. California Vehicle Code section 22507 authorizes the County to enact regulations by ordinance to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets and highways, or portions thereof, during all or certain hours of the day. The parking of oversized vehicles can create public safety concerns. Oversized vehicles can obstruct access to rights-of-way, reduce sight distance, and reduce visibility at intersections and crosswalks. These obstructions can create increased hazardous traffic conditions and risks of collision, and endanger motorists, bicyclists, pedestrians, and other members of the public.

C. California Vehicle Code section 22650(b) provides that removal of a vehicle as provided in Vehicle Code section 22651 is only reasonable if necessary to achieve a community caretaking need such as ensuring the safe flow of traffic or protecting property from theft or vandalism.

D. California Vehicle Code section 22651 provides that a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or a regularly employed and salaried employee who is engaged in directing traffic or enforcing parking laws and regulations of a county in which a vehicle is located may remove a vehicle located within the territorial limits in which the officer or employee may act, under enumerated circumstances.

Specifically, here, subsection (k) provides: "If a vehicle is parked or left standing upon a highway for 72 or more consecutive hours in violation of a local ordinance authorizing removal."

E. In response to community concerns, on September 16, 2025, Supervisorial District 2 prepared Board Referral No. 2025.11 ("Referral") seeking to identify solutions to respond to the public peace, health and safety emergency concerns at Railroad Avenue in the Pajaro Community within the unincorporated area of North Monterey County.

F. Said Referral was made due to increased levels of parking of oversized vehicles resulting in traffic congestion, parking issues, blocked residential access and blocked emergency vehicle access at Railroad Avenue. The purpose of said Referral was for the Board of Supervisors to consider adoption of an ordinance to prohibit oversized vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and to establish a tow-away zone, authorizing removal of vehicles that violate this no-parking restriction to address the issue of individuals living in oversized vehicles along Railroad Avenue without appropriate services. These individuals park a variety of oversized vehicles, including motor homes, campers and trailers, to sleep and live in. The uncontrolled use of Railroad Avenue for these purposes has resulted in serious disruptions for residents and businesses as well as health and safety issues, including crime, blocking of travel lanes and dumping of trash and refuse.

G. On November 4, 2025, Public Works, Facilities and Parks ("PWFP") staff provided the Board of Supervisors a preliminary analysis report in response to said Referral. The Board added Allison Road to the prohibition due to similar health and safety issues as described above for Railroad Avenue, coupled with food safety concerns for Allison Road due to its proximity to agricultural fields. In addition, the Board directed the exploration of a Safe Parking Program for North Monterey County.

H. Given all of the above, it is necessary and appropriate for the protection of the public peace, health, and safety of Monterey County residents and visitors to prohibit parking of oversized vehicles along Railroad Avenue at all times with tow away authorization on both sides from the centerline of Salinas Road easterly to its end, and along Allison Road on both sides between Railroad Avenue and San Juan Road.

I. The adoption of the ordinance is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.

SECTION 2. Section 12.28.013 of the Monterey County Code is hereby added to read as follows:

12.28.013 – Prohibited at all times with tow-away authorization (oversized vehicles).

For the purposes of this Section, "Oversized Vehicle" shall mean a motor vehicle under California Vehicle Code section 670, as may be amended from time to time, which also meets

one or more of the following criteria: exceeds seven (7) feet in height; or exceeds seven and a half (7 1/2') feet in width; or exceeds twenty-two (22') feet in length; or having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more. Removal of vehicles in violation of this prohibition shall be processed consistent with California Vehicle Code section 22651, *et seq*. as may be amended from time to time.

No person shall stop, park, or leave standing any Oversized Vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device, in any of the following places at any time, and the Director of Transportation of the County of Monterey is directed to place and maintain appropriate signs or curb markings giving notice of this regulation and post signs providing for the removal of vehicles in violation of this prohibition at such places:

Allison Road, on both sides between Railroad Avenue and San Juan Road.

Railroad Avenue, on both sides from the centerline of Salinas Road easterly to its end, no person shall stop, park, or leave standing, any oversized vehicle, whether attended or unattended, except as provided in Section 12.28.010 of the Monterey County Code, as may be amended from time to time, when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device.

SECTION 3. OTHER ACTIONS.

County staff are authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this ordinance including the posting of appropriate signage in and around the described locations.

SECTION 4. SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE AND TERM.

This ordinance shall become effective on the thirty-first day following its adoption.

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

AYES:

NOES:

ABSENT:

_____
Wendy Root Askew, Chair
Monterey County Board of Supervisors

AT T E S T:

VALERIE RALPH
Clerk of the Board

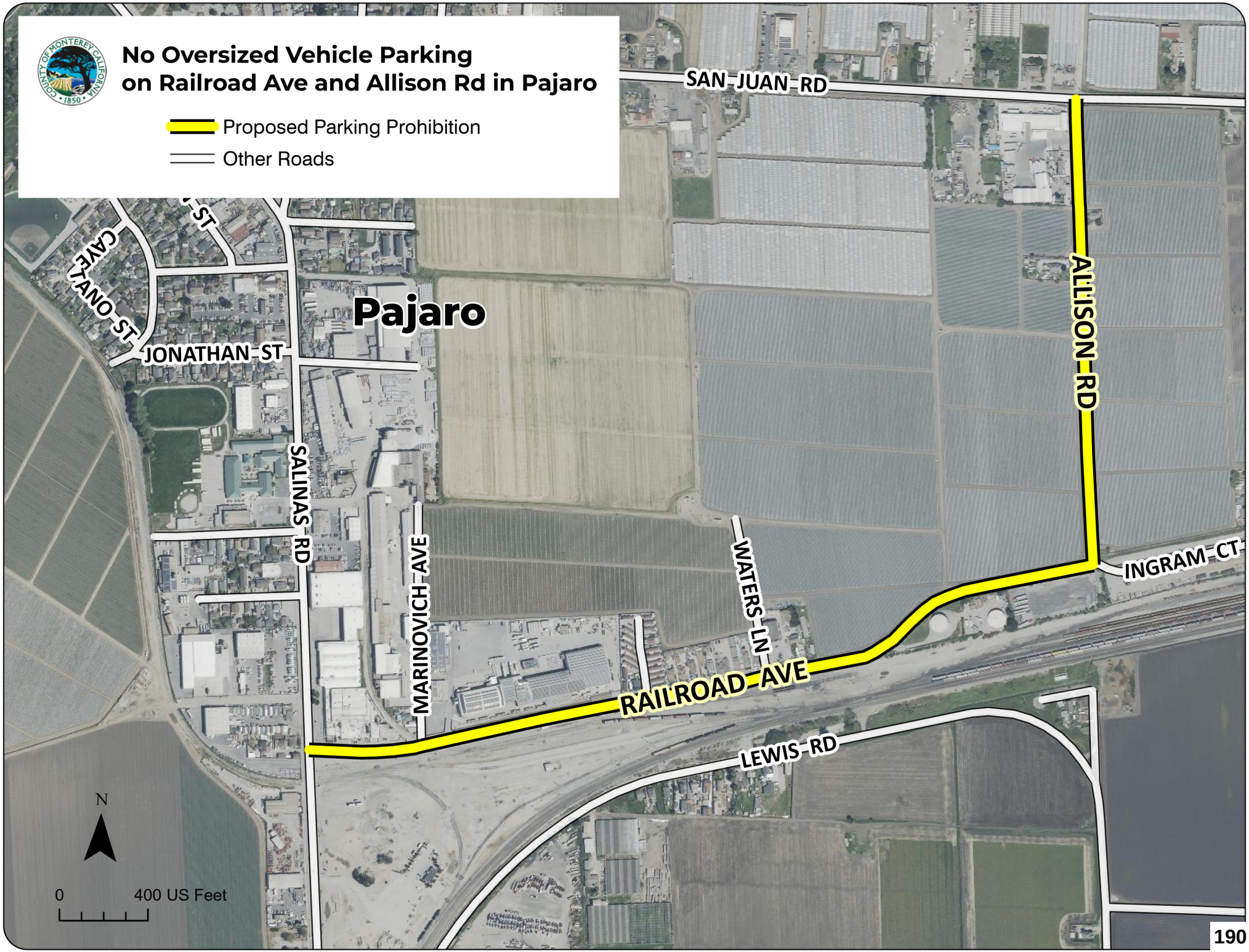
By: _____
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon

KELLY L. DONLON
Chief Assistant County Counsel

Attachment C


No Oversized Vehicle Parking
on Railroad Ave and Allison Rd in Pajaro
Proposed Parking Prohibition
Other Roads
SAN JUAN RD
ALLISON RD
Pajaro
CAVE ST
JONATHAN ST
SALINAS RD
MARINOVICH AVE
WATERS LN
INGRAM CT
RAILROAD AVE
LEWIS RD
N
0
400 US Feet

Agenda Date: March 10, 2026
Agenda No.: 31

Railroad Avenue

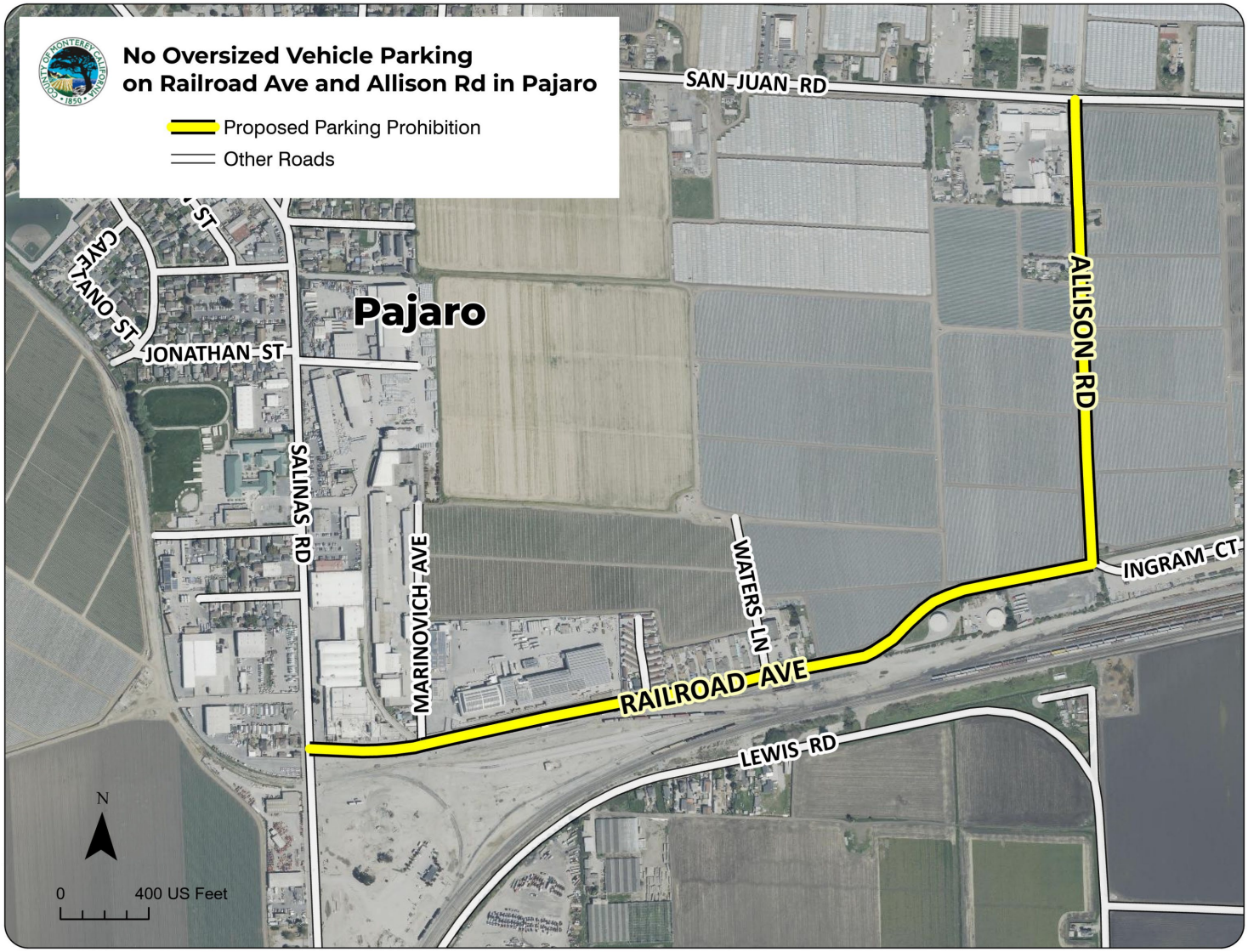
Consider adoption of ordinance to prohibit oversized vehicle parking at all times with tow away authorization

Board Referral No. 2025.11

Presentation Overview

- Background
- Proposed Ordinance
- Recommendations
- Questions/Comments

Location Map



Background

- Board Referral No 2025.11
  - Homeless individuals are living in recreational vehicles along this road without appropriate services.
    - Roadside parking of recreational vehicles on Railroad Avenue has created a consistent and increasing public health and safety concern for the community and businesses of Pajaro.
    - Unhoused persons living in recreational vehicles along this road without appropriate services are causing disruptions for residents and businesses, crime, traffic hazards caused by parked vehicles blocking travel lanes, and the illegal dumping of trash and refuse.
    - Seeks to adopt an ordinance to prohibit recreational vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorizing the immediate removal of vehicles

Background

- November 4, 2025 Board Meeting
  - Heard Preliminary Analysis Report
  - Added Allison Road
  - identify and evaluate potential solutions for individuals residing in recreational vehicles, including the possible establishment of a Safe Parking Program.
- February 10, 2026 Board Meeting
  - 1st reading of ordinance
  - Return with status update of connections to services, and explore expanding prohibition to all roads in Pajaro

Progress Since 1st Reading

- Connecting with services
  - Visited the encampment on February 4th to examine the scope of the problem. We counted 9 RVs and was able to speak to inhabitants of 6.
  - Of the 6 encounters, only one person identified themselves as being a Monterey County resident; the others claim to be from Watsonville. This is in line with MCSOs assessment of registration of the vehicles.
  - Most of them appear to be strawberry field workers and lost their homes due to their inability to sustain rent in the off-season. One person is on disability, and one person works at a local market.

Progress Since 1st Reading

- Connecting with services
  - Santa Cruz County is working with one gentleman with a minor child enrolled in a local college prep school and has this family on track for housing. He is a senior citizen.
  - Counted about 7 children - some of the occupants openly told us, others we discovered from outreach workers or other people living in that area. All of the children go to school in Watsonville.

Progress Since 1st Reading

- Connecting with services
  - Santa Cruz County Office of Education reached out to Monterey County Office of Education to discuss their concerns about the number of homeless children going to school in Watsonville but living in Monterey County. HSI met with the two Offices of Education and Pajaro Valley Unified School District. The educational partners are working together to get these families enrolled in CalAIM, but that will not give them immediate shelter.

Progress Since 1st Reading

- Connecting with services
  - Access Support Network (DSS' contracted street outreach program) has informed all individuals of available safe parking programs, one of which is in the City of Watsonville.
  - No shelter or existing safe parking program has the capacity to accommodate large RVs in their parking lot currently.
  - The population noted it would also pose a financial burden on them to transport their children (or go to work) from Salinas/Marina/Monterey to the Pajaro Valley.
  - **Note: Chinatown Navigation Center is closing, and those clients are being prioritized at the SHARE Center and in Coordinated Entry further complicating the issue.**

Progress Since 1st Reading

- Explore expanding the prohibition to more roads in Pajaro
  - While data is limited since the previous Board meeting, there is concern that a neighboring jurisdiction has enacted an ordinance stricter than this proposed County ordinance.
  - Consensus among law enforcement to expand the ordinance to more roads in Pajaro.

Proposed Ordinance

- Add Section 12.28.013 to Title 12, Monterey County Code
  - "Oversized Vehicle" means a motor vehicle under CVC section 670 and meets one or more of the following criteria:
    - exceeds seven (7) feet in height; or
    - exceeds seven and a half (7 1/2') feet in width; or
    - exceeds twenty-two (22') feet in length; or
    - having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more.
  - Removal of vehicles in violation of this prohibition shall be processed consistent with CVC section 22651, et seq. as may be amended from time to time.

Recommendations

- Find that the adoption of the ordinance is categorically exempt under CEQA pursuant to sections 15301(c) and 15308 of the CEQA Guidelines; and

- Adopt an ordinance adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking with tow away authorization on:
  - Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and
  - Allison Road on both sides between Railroad Avenue and San Juan Road.

Questions or Comments?

County of Monterey

Board Report

Legistar File Number: OBM 26-029

Item No.32

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

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.33

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

Board Report

Legistar File Number: OBM 26-030

March 10, 2026

Introduced: 1/14/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-216

Item No.

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

March 10, 2026

Introduced: 3/5/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2026 Board of Supervisors Meeting Schedule

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

)
Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2026……

The Board will meet on Wednesday, May 27, 2026, at 9:00 a.m. and Thursday, May 28, 2026, at 9:00 a.m. for Budget Hearings and will meet each Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 6, 2026
January 13, 2026
January 27, 2026
February 3, 2026
February 10, 2026
February 13, 2026, Legislative Workshop – Friday
March 6, 2026 BOS/Department Head Retreat – Friday
March 10, 2026
March 17, 2026
March 24, 2026
April 7, 2026 – Budget Workshop
April 14, 2026
April 21, 2026
April 28, 2026
May 5, 2026
May 12, 2026
May 19, 2026
May 27, 2026 Budget Hearings – Wednesday
May 28, 2026 Budget Hearings – Thursday
June 2, 2026
June 9, 2026
June 16, 2026 Budget Adoption and other agenda items
June 23, 2026
June 25, 2026 Executive Performance Evaluations -Thursday
June 26, 2026 Executive Performance Evaluations – Friday (If needed)
July 7, 2026
August 11, 2026
August 18, 2026
August 25, 2026
September 1, 2026
~~September 8, 2026~~ Labor Day
September 15, 2026
September 22, 2026
September 29, 2026
October 13, 2026
October 20, 2026
October 27, 2026
November 3, 2026
November 17, 2026
December 8, 2026
December 9, 2026 Executive Performance Evaluations – Wednesday
December 15, 2026

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

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 20, 2026	Martin Luther King's Day
February 17, 2026	President's Day
February 24, 2026	NACo Legislative Conference, Washington, D.C
~~March 4, 2026~~ March 3, 2026	Department Head Retreat
March 31, 2026	Cesar Chavez Day
May 26, 2026	Memorial Day
June 30, 2026	Fifth Tuesday
July 14, 2026	Summer Recess
July 21, 2026	Summer Recess/2026 NACo Legislative Conference (July 17-20, New Orleans, LA)
July 28, 2026	Summer Recess
August 4, 2026	Summer Recess
September 8, 2026	Labor Day
October 6, 2026	Fall Break
November 10, 2026	Veterans Day
November 24, 2026	Thanksgiving
December 1, 2026	Thanksgiving
December 22, 2026	Winter Break
December 29, 2026	Winter Break

PASSED AND ADOPTED on this 23rd day of September 2025 upon motion of Supervisor Luis A. Alejo and seconded by Supervisor Glenn Church, by the following vote, to-wit:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 23, 2025. .

Revised date: October 9, 2025
Legister File ID No. 25-654
Agenda Item No. 43

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

By Valerie Ralph
Valerie Ralph, Clerk of the Board

Introduced: 1/23/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center or a designee to a execute renewal & amendment No. 2 to the agreement (A-13931) with each of JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full agreement term of May 1, 2018 through April 30, 2027, with no change to the aggregate amount of $2,000,000 across all agreements.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center or a designee to a execute renewal & amendment No. 2 to the agreement (A-13931) with each of JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full agreement term of May 1, 2018 through April 30, 2027, with no change to the aggregate amount of $2,000,000 across all agreements.

SUMMARY

Natividad Medical Center (NMC) requests approval from the Board of Supervisors to approve the Renewal and Amendment 2 for on-call construction management services with JKL Construction Services Inc. and Bogard Construction Inc.

DISCUSSION:

On October 18, 2017, Natividad Medical Center solicited Request for Qualifications (RFQ) # 9600-77 to provide on-call construction management services at Natividad Medical Center whereby the total cost of the construction management service fee does not exceed $100,000 per project. Six qualified firms submitted their Statement of Qualifications (SOQ)/proposals. The highest-ranking firms based on the ranking by the Natividad Selection Committee, and in conformance with State laws regarding qualification-based selection, were invited to be listed on the master agreement to provide construction management services at Natividad. Natividad identified the top two qualified firms as JKL Constructions Services, Inc. and Bogard Construction, Inc.

The master agreement for on-call construction management services is still needed at Natividad Medical Center.

The scope of construction management services includes, but are not limited to, the following:

- Working with Natividad Medical Center and architects to develop design criteria
- Preparing construction bid package, Requests for Proposals (RFP) for design, Request for Quotations (RFQ) for design, and weekly construction progress reports to Natividad Medical Center
- Evaluating RFP/RFQ bidders and make recommendations for selecting the most qualified bidder(s)
- Reviewing plans and technical specifications for completeness and general contractor's safety programs
- Performing pre-construction surveys
- Monitoring and facilitating design plan checks with all pertinent agencies
- Monitoring general contractor's labor compliance
- In conjunction with architects, providing value engineering reviews and preparing all documentation needed for project closeouts
- Coordinating the survey, test, and inspection needs of projects
- Assisting architects in Request for Information (RFI)
- Negotiating and making recommendations for Change Orders (CO)

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on September 5, 2025.

FINANCING:

There is no cost for this renewal and amendment No. 2

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These agreements allow for improvements needed to the hospital's physical infrastructure ensuring Natividad Medical Center maintains itself as a first-rate medical facility which, in turn, enables Natividad Medical Center staff to provide quality medical care that leads to an improved quality of life for its patients and their families.

__ Well-Being and Quality of Life
_X Sustainable Infrastructure for Present and Future
_X Safe and Resilient Communities
___ Diverse and Thriving Economy

___ Administrative

Prepared by: Brian Griffin, Project Manager III, 831-783-2605
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Board Report
JKL Construction Services Inc. Renewal & Amendment No. 2
Bogard Construction Inc. Renewal & Amendment No. 2
JKL Construction Services Inc. Renewal & Amendment No. 1
Bogard Construction Inc. Renewal & Amendment No. 1
JKL Construction Services Inc. Agreement
Bogard Construction Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 1/23/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center or a designee to a execute renewal & amendment No. 2 to the agreement (A-13931) with each of JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full agreement term of May 1, 2018 through April 30, 2027, with no change to the aggregate amount of $2,000,000 across all agreements.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center or a designee to a execute renewal & amendment No. 2 to the agreement (A-13931) with each of JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full agreement term of May 1, 2018 through April 30, 2027, with no change to the aggregate amount of $2,000,000 across all agreements.

SUMMARY

Natividad Medical Center (NMC) requests approval from the Board of Supervisors to approve the Renewal and Amendment 2 for on-call construction management services with JKL Construction Services Inc. and Bogard Construction Inc.

DISCUSSION:

On October 18, 2017, Natividad Medical Center solicited Request for Qualifications (RFQ) # 9600-77 to provide on-call construction management services at Natividad Medical Center whereby the total cost of the construction management service fee does not exceed $100,000 per project. Six qualified firms submitted their Statement of Qualifications (SOQ)/proposals. The highest-ranking firms based on the ranking by the Natividad Selection Committee, and in conformance with State laws regarding qualification-based selection, were invited to be listed on the master agreement to provide construction management services at Natividad. Natividad identified the top two qualified firms as JKL Constructions Services, Inc. and Bogard Construction, Inc.

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- Evaluating RFP/RFQ bidders and make recommendations for selecting the most qualified bidder(s)
- Reviewing plans and technical specifications for completeness and general contractor's safety programs
- Performing pre-construction surveys
- Monitoring and facilitating design plan checks with all pertinent agencies
- Monitoring general contractor's labor compliance
- In conjunction with architects, providing value engineering reviews and preparing all documentation needed for project closeouts
- Coordinating the survey, test, and inspection needs of projects
- Assisting architects in Request for Information (RFI)
- Negotiating and making recommendations for Change Orders (CO)

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on September 5, 2025.

FINANCING:

There is no cost for this renewal and amendment No. 2

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These agreements allow for improvements needed to the hospital's physical infrastructure ensuring Natividad Medical Center maintains itself as a first-rate medical facility which, in turn, enables Natividad Medical Center staff to provide quality medical care that leads to an improved quality of life for its patients and their families.

__ Well-Being and Quality of Life
_X Sustainable Infrastructure for Present and Future
_X Safe and Resilient Communities
___ Diverse and Thriving Economy
___ Administrative

Prepared by: Brian Griffin, Project Manager III, 831-783-2605
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Board Report
JKL Construction Services Inc. Renewal & Amendment No. 2
Bogard Construction Inc. Renewal & Amendment No. 2
JKL Construction Services Inc. Renewal & Amendment No. 1
Bogard Construction Inc. Renewal & Amendment No. 1
JKL Construction Services Inc. Agreement
Bogard Construction Inc. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
JKL CONSTRUCTION SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT 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 JKL Construction Services, Inc. (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 JKL Construction Services, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Parties wish to renewed and amended the Agreement via Renewal and Amendment No. 1 on October 10, 2023 on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services; and

WHEREAS, the Agreement expired on April 30, 2025; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2025 and to extend the term for an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full Agreement term of May 1, 2018 through April 30, 2027 with no changes to the total aggregate amount for all agreements or scope of services.

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 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2027 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, Renewal & 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 May 1, 2025.

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

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 MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 1/23/2026 | 9:02 AM PST

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: _____

CONTRACTOR

JKL CONSTRUCTION SERVICES, INC.

CONTRACTOR's Business Name
Signature instructions below

DocuSigned by:
By: C J Bjorkman
9027B23E58B16422...
(Signature of Chair, President, or Vice-President)

Craig Bjorkman President/Ceo Craig Bjorkman
Name and Title

Date: 12/4/2025

DocuSigned by:
By: Charles Smith
4C68A92AA4AE41C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Charles Smith Operations Manager
Name and Title

Date: 12/4/2025

***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)

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

Original Agreement No. (A-13931)

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
BOGARD CONSTRUCTION, INC.
FOR
CONSTRUCTION MANAGEMENT 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 Bogard Construction, Inc. (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 Bogard Construction, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Agreement expired on April 30, 2023; and

WHEREAS, the Parties wish to renewed and amended the Agreement via Renewal and Amendment No. 1 on October 10, 2023 on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services; and

WHEREAS, the Agreement expired on April 30, 2025; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2025 and to extend the term for an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full Agreement term of May 1, 2018 through April 30, 2027 with no changes to the total aggregate amount for all agreements or scope of services.

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   "The term of this Agreement is from May 1, 2018 through April 30, 2027 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, Renewal & 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 May 1, 2025.

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

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 MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 1/23/2026 | 9:02 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Chief Deputy Auditor-Controller

Date: 1/24/2026 | 9:51 AM PST

CONTRACTOR

BOGARD CONSTRUCTION, INC.

CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

JARED D. BOGARD, PRESIDENT
Name and Title

Date: 11/3/25

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

DAVID SULLIVAN, VICE PRESIDENT
Name and Title

Date: 11/3/25

***SIGNATURE INSTRUCTIONS**

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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
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-13931 ; Amendment No.: 1
a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute renewal & amendment No. 1 to the agreement (A-13931) with JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025, with no change to the total aggregate amount of $2,000,000.

PASSED AND ADOPTED on this 26th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 26, 2023.

Dated: September 28, 2023
File ID: A 23-441
Agenda Item No.: 24

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 45362683-EDB0-4D57-B67D-1BF6457F53D6

Original Agreement No. (A-13931)

RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
JKL CONSTRUCTION SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES

This Renewal and Amendment No. 1 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 JKL Construction Services, Inc. (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 JKL Construction Services, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Agreement expired on April 30, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services.

AGREEMENT

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1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2025 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.

3. This Renewal and Amendment is effective retroactively on May 1, 2023.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Jason Garcia
AB27412ECF834CA...
For: Charles R. Harris MD, CEO

Date: 10/10/2023 | 11:06 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0EGE1B99F444A9...
Monterey County Deputy County Counsel

Date: 8/29/2023 | 10:01 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Chief Deputy Auditor-Controller

Date: 8/29/2023 | 11:18 AM PDT

CONTRACTOR

JKL CONSTRUCTION SERVICES, INC.

CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

CRAIG J. BJORKMAN PRES/CEO
Name and Title

Date: 7/7/2023

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

SARAH BJORKMAN, SECRETARY
Name and Title

Date: 7/7/2023

***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
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-13931 ; Amendment No.: 1
a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute renewal & amendment No. 1 to the agreement (A-13931) with JKL Construction Services, Inc. and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, extending the agreement an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full agreement term of May 1, 2018 through April 30, 2025, with no change to the total aggregate amount of $2,000,000.

PASSED AND ADOPTED on this 26th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 26, 2023.

Dated: September 28, 2023
File ID: A 23-441
Agenda Item No.: 24

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 45362683-EDB0-4D57-B67D-1BF6457F53D6

Original Agreement No. (A-13931)

RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
BOGARD CONSTRUCTION, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES

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RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Bogard Construction, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Agreement expired on April 30, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services.

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1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2025 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.

3. This Renewal and Amendment is effective retroactively on May 1, 2023.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Jason Garcia
AB27112ECF834CA...
For: Charles R. Harris MD, CEO

Date: 10/10/2023 | 11:06 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0EGE1B99F444A9...
Monterey County Deputy County Counsel

Date: 8/29/2023 | 10:01 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E70EE64E57454E6...
Monterey County Chief Deputy Auditor-Controller

Date: 8/29/2023 | 11:18 AM PDT

CONTRACTOR

BOGARD CONSTRUCTION, INC.

CONTRACTOR's Business Name

Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

Jared Bogaard, President
Name and Title

Date: 8/17/23

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ryan Bogaard, Secretary/Treasurer
Name and Title

Date: 8/17/23

***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

Agreement No.: A-13931

Upon motion of Supervisor Parker, seconded by Supervisor Adams 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 agreements with three (3) vendors JKL Construction Services, Inc., SHP Project Development, Inc., and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, each with an agreement term of May 1, 2018 through April 30, 2023 and a total aggregate amount for all agreements not to exceed $2,000,000 or $400,000 per fiscal year; and
b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) no-extension amendments for all agreements awarded for construction management services per RFQ# 9600-77 which do not significantly alter the scope of work and do not increase the cumulative "not to exceed" amount by up to 10% ($200,000) of the original total aggregate amount for all agreements ($2,000,000).

PASSED AND ADOPTED on this 8th day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting 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 May 8, 2018.

Dated: June 7, 2018
File ID: A 18-126

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES (PROJECTS UNDER $100,000)

This AGREEMENT is made and entered into by the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center, (hereinafter referred to as "NMC"), a general acute care teaching hospital wholly owned and operated by the County, and **JKL Construction Services, Inc.** (hereinafter referred to as "CONTRACTOR").

1.0 RECITALS

WHEREAS, NMC has invited Statement of Qualifications (SOQ)/proposals through the Request for Qualifications (RFQ# 9600-77) for Construction Management Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Statement of Qualifications (SOQ)/proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S Statement of Qualifications (SOQ)/proposal, NMC hereby engages CONTRACTOR to provide construction management services whereby the total cost of the construction management service fee does not exceed $100,000 per project, in accordance with the specifications set forth in RFQ# 9600-77 and in this AGREEMENT on the terms and conditions contained herein and in RFQ# 9600-77. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ# 9600-77 dated October 1, 2017, including all attachments and exhibits
Addenda Nos. 1, 2, and 3
CONTRACTOR'S SOQ/Proposal dated December 29, 2017
AGREEMENT
Certificate of Insurance

Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S SOQ/Proposal, RFQ# 9600-77 including all attachments and exhibits, Addendum/Addenda issued, Certificate of Insurance, and Additional Insured Endorsements.

2.3 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 NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.

2.4 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.

2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.

2.6 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 Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage: CONTRACTOR(S) shall perform with his own firm contract work amounting to not less than fifty percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own firm.

3.2 NMC has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects which NMC does use the JOC program to complete, CONTRACTOR(S) shall become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC), coordinate, and adjust specifications and details produced by the JOC contractor.

3.3 Services will be rendered at the request of NMC. With more than one CONTRACTOR awarded a services agreement per RFQ# 9600-77, work shall be assigned at the discretion of NMC. As projects arise, NMC will select the most qualified CONTRACTOR based upon specialty in most situations and request that they provide a detailed scope and cost. Proposals are subject to negotiations. NMC reserves the right to select the most qualified CONTRACTOR it believes to be the most qualified for the project.

3.4 CONTRACTOR will advocate for NMC and ensure the project produced is in the best interest of NMC. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

3.5 All approved Construction Management team members will be expected to perform work on the specified project for the entire duration of the project. No substitution is allowed unless approved in advance and in writing by NMC. CONTRACTOR(S) is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. CONTRACTOR(S) is expected to monitor his/her approved budget, provide NMC with a written construction estimate for any additional work outside the contracted scope of work and obtain written approval from NMC prior to performing such additional work.

3.6 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, Uniform Building Code, (Fire, Electrical), Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

3.7 The Scope of Work can be described generally as providing <u>construction management services</u> which includes, but is not limited to, the following:

3.7.1 <u>Type of Construction Management projects:</u>

- 3.7.1.1 Healthcare Facilities Construction
- 3.7.1.2 New Building Construction
- 3.7.1.3 Building Renovation
- 3.7.1.4 Building Rehabilitation
- 3.7.1.5 Tenant Improvements
- 3.7.1.6 Site Work
- 3.7.1.7 Infrastructure
- 3.7.1.8 General Engineering
- 3.7.1.9 Conceptual Estimating

3.7.2 During the project life cycle, CONTRACTOR's duties shall include, but is not limited to:

- 3.7.2.1 Prepare Requests for Proposals (RFP) and Request for Quotations (RFQ) for design
- 3.7.2.2 Work with NMC and Architect to develop design criteria
- 3.7.2.3 Review plans and technical specifications for completeness
- 3.7.2.4 Perform a pre-construction survey
- 3.7.2.5 Prepare construction bid package
- 3.7.2.6 Monitor and facilitate design plan check with all pertinent agencies
- 3.7.2.7 Evaluate RFP/RFQ bidders and make recommendations for selecting the most qualified bidder(s):
  - 3.7.2.7.1 Assist in bidding of projects
  - 3.7.2.7.2 Assist in prequalification of bidders
  - 3.7.2.7.3 In conjunction with Architect, provide bid analysis
  - 3.7.2.7.4 Conduct reference checks on most qualified bidder(s)
  - 3.7.2.7.5 Conduct state license check on most qualified bidder(s)
  - 3.7.2.7.6 Make recommendations for the most qualified bidder(s)
  - 3.7.2.7.7 Prepare contract for the most qualified bidder(s)
  - 3.7.2.7.8 Review contract required documents from the most qualified bidder(s)
- 3.7.2.8 In conjunction with Architect, provide value engineering reviews
- 3.7.2.9 Coordinate the survey, test, and inspection needs of projects
- 3.7.2.10 Assist Architect in Request for Information (RFI)
- 3.7.2.11 Negotiate and make recommendations for Change Orders (CO)
- 3.7.2.12 Provide and maintain logs for:
  - 3.7.2.12.1 Submitted RFIs
  - 3.7.2.12.2 Change Orders
  - 3.7.2.12.3 Submittals
  - 3.7.2.12.4 Request for Quotations (RFQ)
  - 3.7.2.12.5 Correction Notices
  - 3.7.2.12.6 Stop Work Notices
  - 3.7.2.12.7 Any related construction documents
- 3.7.2.13 Prepare weekly construction progress reports to NMC
- 3.7.2.14 Monitor general contractor's labor compliance
- 3.7.2.15 Review general contractor's safety program
- 3.7.2.16 In conjunction with Architect, prepare all documentation needed for project closeout

3.7.3 Management Knowledge & Company Experience:
CONTRACTOR(S) shall have substantial construction management experience in the following areas:

- 3.7.3.1 Healthcare Facilities (OSHPD 1)
- 3.7.3.2 Health Clinics (OSHPD 3)

3.7.3.3 Public Works / Government Buildings
3.7.3.4 Parking Structures
3.7.3.5 Administration Buildings
3.7.3.6 Data / Communication Buildings
3.7.3.7 Essential Buildings *(Ex: hospitals or other medical facilities, fire and police stations, primary communication facilities, disaster or emergency operations centers, power stations and other utilities required in an emergency.)*

4.0 TERM OF AGREEMENT

4.1 The initial term of this AGREEMENT is for a period of five (5) years from May 1, 2018 through April 30, 2023 unless sooner terminated pursuant to the terms of this AGREEMENT. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 All applicable parties shall mutually agree upon any changes, including rate and/or terms and conditions of this AGREEMENT.

4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the fee schedule attached hereto as "**EXHIBIT A – Fee Schedule**".

5.2 EXHIBIT A shall remain firm for the term of this AGREEMENT. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

5.4 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.

5.5 Tax:
5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
5.5.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

6.2 CONTRACTOR shall reference "Construction Management per RFQ# 9600-77" on all invoices submitted to NMC. CONTRACTOR shall submit such invoices 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 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 NMC's Contracts/Purchasing Director.

8.2 Insurance Coverage Requirements:

8.2.1 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:

8.2.1.I Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(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.)

8.2.1.2 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 $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.)

8.2.1.3 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 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.)

8.2.1.4 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 $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, 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 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.)

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to NMC 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.

8.3.2 Each liability policy shall provide that NMC 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.

8.3.3 *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 of Monterey 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.*

8.3.4 Prior to the execution of this AGREEMENT by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

8.3.5 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate this AGREEMENT immediately.

9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to NMC, 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.

12.3 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.

13.0 RECORDS AND CONFIDENTIALITY

13.1 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 NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC 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.

14.0 TRAVEL REIMBURSEMENT

14.1 Travel Reimbursement is not allowed for this AGREEMENT.

15.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

15.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

15.2 If applicable, 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.

16.0 NOTICES

16.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, at the party's fax number specified pursuant to this AGREEMENT, provided that the party giving notice by fax must promptly confirm receipt of the fax by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U.S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:

Natividad Medical Center
Attn.: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
Fax No.: (831) 757-2592

TO CONTRACTOR:

JKL Construction Services, Inc.
Attn: Craig Bjorkman
Street Address: P.O. Box 7460
City, State, Zip: Menlo Park, CA 94026
Fax No.: -
E-mail: cbjorkman@jklbuild.com

17.0 LEGAL DISPUTES

17.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 5/17/18

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Stacy Saetta
Name

Date: 4/11/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Gary R. Gray
Name

Date: 4-11-18

CONTRACTOR

JKL Construction Services, Inc.
CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

CRAIG JAMES BECKMAN/PRESIDENT
Name and Title

Date: 3/12/18

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

SARAH BECKMAN, SECRETARY
Name and Title

Date: 3/12/18

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 – Fee Schedule

(Construction Management Services RFQ# 9600-77)

Natividad Medical Center ("NMC") and Bogard Construction, Inc. ("CONTRACTOR") agree that once annually, CONTRACTOR may adjust its hourly rates in correlation with Consumer Price Index (CPI) increases; however, CONTRACTOR agrees that any such rate increase shall not be greater than three percent (3%) per year. In the event that CONTRACTOR does increase its rates once yearly per the annual CPI adjustments, CONTRACTOR shall provide an updated written rate sheet to NMC at a **minimum of forty-five (45) days** prior to the anniversary date of the AGREEMENT to ensure that NMC has the revised rates on file with the AGREEMENT. Revised rate sheets are to be emailed to both of the following individuals:

- Brian Griffin, Project Manager — GriffinB@natividad.com
- Melanie Showalter, Project Manager — ShowalterME1@natividad.com

Position/Title (Indicate Below)	**Hourly Rate**
Craig Bjorkman, Project Executive	$162
Laurence Maller, Sr. PM / Estimator	$148
Bill Dennis, Sr. PM	$148
Jim Ennis, MEP PM	$148
Michael Costello, Green Engineer	$148
Laura Ellington, Patient Advocate	$135
Sarah Bjorkman, Move Manager	$135
Nigel Cacdac, Project Engineer	$123
Bridget Martinez, Facilities Assistant	$118
Diane Lagos, Document Control	$118

Reimbursable Items Anticipated to be Billed (List below)	**Estimated Cost** (Note: Indicated markup should not exceed 10%)	
	Total Cost (If applicable at the time of RFQ)	**% of Markup Calculated**
N/A – Cost Included	N/A – Cost Included	N/A – Cost Included

Travel Reimbursement is not allowed for this Agreement.

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13931

Upon motion of Supervisor Parker, seconded by Supervisor Adams 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 agreements with three (3) vendors JKL Construction Services, Inc., SHP Project Development, Inc., and Bogard Construction, Inc. for construction management services pursuant to the Request for Qualifications (RFQ) # 9600-77, each with an agreement term of May 1, 2018 through April 30, 2023 and a total aggregate amount for all agreements not to exceed $2,000,000 or $400,000 per fiscal year; and
b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) no-extension amendments for all agreements awarded for construction management services per RFQ# 9600-77 which do not significantly alter the scope of work and do not increase the cumulative "not to exceed" amount by up to 10% ($200,000) of the original total aggregate amount for all agreements ($2,000,000).

PASSED AND ADOPTED on this 8th day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting 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 May 8, 2018.

Dated: June 7, 2018
File ID: A 18-126

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES (PROJECTS UNDER $100,000)

This AGREEMENT is made and entered into by the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center, (hereinafter referred to as "NMC"), a general acute care teaching hospital wholly owned and operated by the County, and **Bogard Construction, Inc.** (hereinafter referred to as "CONTRACTOR").

1.0 RECITALS

WHEREAS, NMC has invited Statement of Qualifications (SOQ)/proposals through the Request for Qualifications (RFQ# 9600-77) for Construction Management Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible Statement of Qualifications (SOQ)/proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S Statement of Qualifications (SOQ)/proposal, NMC hereby engages CONTRACTOR to provide construction management services whereby the total cost of the construction management service fee does not exceed $100,000 per project, in accordance with the specifications set forth in RFQ# 9600-77 and in this AGREEMENT on the terms and conditions contained herein and in RFQ# 9600-77. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFQ# 9600-77 dated October 1, 2017, including all attachments and exhibits
Addenda Nos. 1, 2, and 3
CONTRACTOR'S SOQ/Proposal dated December 1, 2017
AGREEMENT
Certificate of Insurance
Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S SOQ/Proposal, RFQ# 9600-77 including all attachments and exhibits, Addendum/Addenda issued, Certificate of Insurance, and Additional Insured Endorsements.

2.3 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 NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.

2.4 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.

2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.

2.6 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 Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

3.1 Contractor Minimum Work Performance Percentage: CONTRACTOR(S) shall perform with his own firm contract work amounting to not less than fifty percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own firm.

3.2 NMC has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects which NMC does

use the JOC program to complete, CONTRACTOR(S) shall become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC), coordinate, and adjust specifications and details produced by the JOC contractor.

3.3 Services will be rendered at the request of NMC. With more than one CONTRACTOR awarded a services agreement per RFQ# 9600-77, work shall be assigned at the discretion of NMC. As projects arise, NMC will select the most qualified CONTRACTOR based upon specialty in most situations and request that they provide a detailed scope and cost. Proposals are subject to negotiations. NMC reserves the right to select the most qualified CONTRACTOR it believes to be the most qualified for the project.

3.4 CONTRACTOR will advocate for NMC and ensure the project produced is in the best interest of NMC. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

3.5 All approved Construction Management team members will be expected to perform work on the specified project for the entire duration of the project. No substitution is allowed unless approved in advance and in writing by NMC. CONTRACTOR(S) is expected to produce complete and correct work in a timely manner that will not impact the project's schedule. CONTRACTOR(S) is expected to monitor his/her approved budget, provide NMC with a written construction estimate for any additional work outside the contracted scope of work and obtain written approval from NMC prior to performing such additional work.

3.6 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, Uniform Building Code, (Fire, Electrical), Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

3.7 The Scope of Work can be described generally as providing <u>construction management services</u> which includes, but is not limited to, the following:

3.7.1 <u>Type of Construction Management projects:</u>

- 3.7.1.1 Healthcare Facilities Construction
- 3.7.1.2 New Building Construction
- 3.7.1.3 Building Renovation
- 3.7.1.4 Building Rehabilitation
- 3.7.1.5 Tenant Improvements
- 3.7.1.6 Site Work
- 3.7.1.7 Infrastructure
- 3.7.1.8 General Engineering
- 3.7.1.9 Conceptual Estimating

3.7.2 During the project life cycle, CONTRACTOR's duties shall include, but is not limited to:

- 3.7.2.1 Prepare Requests for Proposals (RFP) and Request for Quotations (RFQ) for design
- 3.7.2.2 Work with NMC and Architect to develop design criteria
- 3.7.2.3 Review plans and technical specifications for completeness
- 3.7.2.4 Perform a pre-construction survey
- 3.7.2.5 Prepare construction bid package
- 3.7.2.6 Monitor and facilitate design plan check with all pertinent agencies
- 3.7.2.7 Evaluate RFP/RFQ bidders and make recommendations for selecting the most qualified bidder(s):
  - 3.7.2.7.1 Assist in bidding of projects
  - 3.7.2.7.2 Assist in prequalification of bidders
  - 3.7.2.7.3 In conjunction with Architect, provide bid analysis
  - 3.7.2.7.4 Conduct reference checks on most qualified bidder(s)
  - 3.7.2.7.5 Conduct state license check on most qualified bidder(s)
  - 3.7.2.7.6 Make recommendations for the most qualified bidder(s)
  - 3.7.2.7.7 Prepare contract for the most qualified bidder(s)
  - 3.7.2.7.8 Review contract required documents from the most qualified bidder(s)
- 3.7.2.8 In conjunction with Architect, provide value engineering reviews
- 3.7.2.9 Coordinate the survey, test, and inspection needs of projects
- 3.7.2.10 Assist Architect in Request for Information (RFI)
- 3.7.2.11 Negotiate and make recommendations for Change Orders (CO)
- 3.7.2.12 Provide and maintain logs for:
  - 3.7.2.12.1 Submitted RFIs
  - 3.7.2.12.2 Change Orders
  - 3.7.2.12.3 Submittals
  - 3.7.2.12.4 Request for Quotations (RFQ)
  - 3.7.2.12.5 Correction Notices
  - 3.7.2.12.6 Stop Work Notices
  - 3.7.2.12.7 Any related construction documents
- 3.7.2.13 Prepare weekly construction progress reports to NMC
- 3.7.2.14 Monitor general contractor's labor compliance
- 3.7.2.15 Review general contractor's safety program
- 3.7.2.16 In conjunction with Architect, prepare all documentation needed for project closeout

3.7.3 Management Knowledge & Company Experience:
CONTRACTOR(S) shall have substantial construction management experience in the following areas:

- 3.7.3.1 Healthcare Facilities (OSHPD 1)
- 3.7.3.2 Health Clinics (OSHPD 3)

3.7.3.3 Public Works / Government Buildings
3.7.3.4 Parking Structures
3.7.3.5 Administration Buildings
3.7.3.6 Data / Communication Buildings
3.7.3.7 Essential Buildings *(Ex: hospitals or other medical facilities, fire and police stations, primary communication facilities, disaster or emergency operations centers, power stations and other utilities required in an emergency.)*

4.0 TERM OF AGREEMENT

4.1 The initial term of this AGREEMENT is for a period of five (5) years from May 1, 2018 through April 30, 2023 unless sooner terminated pursuant to the terms of this AGREEMENT. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 All applicable parties shall mutually agree upon any changes, including rate and/or terms and conditions of this AGREEMENT.

4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the fee schedule attached hereto as "**EXHIBIT A – Fee Schedule**".

5.2 EXHIBIT A shall remain firm for the term of this AGREEMENT. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

5.4 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.

5.5 Tax:
5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
5.5.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

6.2 CONTRACTOR shall reference "Construction Management per RFQ# 9600-77" on all invoices submitted to NMC. CONTRACTOR shall submit such invoices 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. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by NMC. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 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 NMC's Contracts/Purchasing Director.

8.2 Insurance Coverage Requirements:

8.2.1 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:

8.2.1.1 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 $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.)

8.2.1.2 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 $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.)

8.2.1.3 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 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.)

8.2.1.4 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 $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, 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 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.)

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to NMC 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.

8.3.2 Each liability policy shall provide that NMC 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.

8.3.3 *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 of Monterey 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.*

8.3.4 Prior to the execution of this AGREEMENT by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.

8.3.5 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate this AGREEMENT immediately.

9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 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. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to NMC, 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.

12.3 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.

13.0 RECORDS AND CONFIDENTIALITY

13.1 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 NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC 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.

14.0 TRAVEL REIMBURSEMENT

14.1 Travel Reimbursement is not allowed for this AGREEMENT.

15.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

15.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

15.2 If applicable, 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.

16.0 NOTICES

16.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by fax machine to the other party, at the party's fax number specified pursuant to this AGREEMENT, provided that the party giving notice by fax must promptly confirm receipt of the fax by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U.S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:

Natividad Medical Center
Attn.: Contracts Division
1441 Constitution Blvd.
Salinas, CA 93906
Fax No.: (831) 757-2592

TO CONTRACTOR:

Bogard Construction, Inc.
Attn: JARED BOGARD
Street Address: 350A CORAL ST.
City, State, Zip: SANTA CRUZ, CA 95060
Fax No.: 831.426.8191 PH / 831.426.4921 FX
E-mail: JARED@BOGARDCONST.COM

17.0 LEGAL DISPUTES

17.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

17.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

17.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

17.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: 3/12/18

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Stacy Saetta
Name

Date: 4/11/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor-Controller

Gary T. Gibony
Name

Date: 4/11/18

CONTRACTOR

Bogard Construction, Inc.
CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signat[illegible] dent)

Date: _____

wet signatures on next page →

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).

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

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

Bogard Construction, Inc.
CONTRACTOR's Business Name
**Signature instructions below*

By: Victor F. Bogard III
(Signature of: Chair, President, or Vice-President)

VICTOR F. BOGAARD III, PRESIDENT
Name and Title

Date: 4/17/18

By: Jared Bogard
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

JARED BOGAARD, SEC/TREAS.
Name and Title

Date: 4/17/18

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 – Fee Schedule

(Construction Management Services RFQ# 9600-77)

Natividad Medical Center ("NMC") and Bogard Construction, Inc. ("CONTRACTOR") agree that once annually, CONTRACTOR may adjust its hourly rates in correlation with Consumer Price Index (CPI) increases; however, CONTRACTOR agrees that any such rate increase shall not be greater than three percent (3%) per year. In the event that CONTRACTOR does increase its rates once yearly per the annual CPI adjustments, CONTRACTOR shall provide an updated written rate sheet to NMC at a **minimum of forty-five (45) days** prior to the anniversary date of the AGREEMENT to ensure that NMC has the revised rates on file with the AGREEMENT. Revised rate sheets are to be emailed to both of the following individuals:

- Brian Griffin, Project Manager GriffinB@natividad.com
- Melanie Showalter, Project Manager ShowalterME1@natividad.com

Position/Title (Indicate Below)	**Hourly Rate**
Project Executive	$195.00
Project Manager	$175.00
Project Engineer	$125.00
Cost Estimator	$130.00
Scheduler	$130.00
Inspection Services	$180.00
Superintendent	$130.00
Accounting / Clerical	$95.00

Reimbursable Items Anticipated to be Billed (List below)	**Estimated Cost** (Note: Indicated markup should not exceed 10%)	
	Total Cost (If applicable at the time of RFQ)	**% of Markup Calculated**
Fees paid to Authorities having jurisdiction	Cost +	10%
Reimbursables including, but not limited to,		
reproductions, postage, renderings, gasoline, subcontracts or subconsultant fees, if required.	Cost +	10%

Travel Reimbursement is not allowed for this Agreement.

Introduced: 2/2/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2026 to March 31, 2028) for a revised full agreement term of July 1, 2017 to March 31, 2028, but with no change to the Board approved not to exceed amount of $300,000; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

.

RECOMMENDATION:

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2026 to March 31, 2028) for a revised full agreement term of July 1, 2017 to March 31, 2028, but with no change to the Board approved not to exceed amount of $300,000; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

SUMMARY:

Natividad Medical Center (NMC) must arrange for the care and treatment of pediatric patients (age 0-21) who are admitted to the hospital or present to the emergency department in need of medical care. In order to provide 24/7 patient care, it requires a team of pediatricians, known as pediatric hospitalists, who primarily work in the hospital areas including the pediatric unit, labor and delivery unit, the neonatal intensive care unit and the emergency department.

DISCUSSION:

Natividad Medical Center (NMC) has an agreement with Dr. Malik to provide pediatric hospitalist services from time to time and during periods when employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.). Natividad Medical Center (NMC) would like to amend the agreement to and extend the term so that Dr. Malik can continue to provide the same services without interruption. Natividad Medical Center(NMC) has obtained an independent

opinion of fair market value supporting the payment terms of this agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment as to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees.

FINANCING:
There is no cost to this Amendment. The total cost of this Agreement is $300,000 for the period July 1, 2017 to March 31, 2028. The actual cost is contingent upon Dr. Malik's participation in the call panel, which may fluctuate based on availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the services. $50,000 is included in Fiscal Year 2025/2026 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care, which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fifth Amendment
Fourth Amendment
Third Amendment
Second Amendment
First Amendment
Agreement

Attachments on file at the Clerk of the Board

Introduced: 2/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2026 to March 31, 2028) for a revised full agreement term of July 1, 2017 to March 31, 2028, but with no change to the Board approved not to exceed amount of $300,000; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

.

RECOMMENDATION:

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2026 to March 31, 2028) for a revised full agreement term of July 1, 2017 to March 31, 2028, but with no change to the Board approved not to exceed amount of $300,000; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

SUMMARY/DISCUSSION:

Natividad Medical Center (NMC) must arrange for the care and treatment of pediatric patients (age 0-21) who are admitted to the hospital or present to the emergency department in need of medical care. In order to provide 24/7 patient care, it requires a team of pediatricians, known as pediatric hospitalists, who primarily work in the hospital areas including the pediatric unit, labor and delivery unit, the neonatal intensive care unit and the emergency department.

Natividad Medical Center (NMC) has an agreement with Dr. Malik to provide pediatric hospitalist services from time to time and during periods when employed/contracted physicians are not available (e.g., vacation; illness; continuing medical education; etc.). Natividad Medical Center (NMC) would like to amend the agreement to and extend the term so that Dr. Malik can continue to provide the same services without interruption. Natividad Medical Center(NMC) has obtained an independent opinion of fair market value supporting the payment terms of this agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment as to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees.

FINANCING:
There is no cost to this Amendment. The total cost of this Agreement is $300,000 for the period July 1, 2017 to March 31, 2028. The actual cost is contingent upon Dr. Malik's participation in the call panel, which may fluctuate based on availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the services. $50,000 is included in Fiscal Year 2025/2026 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care, which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fifth Amendment
Fourth Amendment
Third Amendment
Second Amendment
First Amendment
Agreement

Attachments on file at the Clerk of the Board

Docusign Envelope ID: 5A2E1E2E-9079-408E-A862-A55874CCDDCD

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of April 1, 2026 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2017, as amended effective as of July 1, 2019 and July 1, 2021, and April 1, 2022, and April 1, 2024 (collectively, the **"Agreement"**) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to extend the term of the Agreement by twenty-four (24) months.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until March 31, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.**"**

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

Docusign Envelope ID: 5A2E1E2E-9079-408E-A862-A55874CCDDCD

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

Signed by:
Lena Malik
916D3D8150304E7...

Date: 1/27/2026 | 9:11 PM PST

NATIVIDAD MEDICAL CENTER

_____ Date: _____

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Date: 1/29/2026 | 7:55 PM PST

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Date: 2/1/2026 | 4:18 PM PST

Deputy Auditor/Controller

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-15734 ; Amendment No.: 4
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15734) with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2024 to March 31, 2026) for a revised full agreement term of July 1, 2017 to March 31, 2026 and adding $100,000 for a revised total not to exceed amount of $300,000 in the aggregate; and
b. Authorize the CEO for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% ($10,000) of the original contract amount and do not increase the total contract amount above $310,000.

PASSED AND ADOPTED on this 12th day of March 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 March 12, 2024.

Dated: March 19, 2024
File ID: A 24-071
Agenda Item No.: 31

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 5C760AD5-F584-4967-9289-EF743D72AE8B

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of April 1, 2024 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2017, as amended effective as of July 1, 2019 and July 1, 2021, and April 1, 2022 (collectively, the **"Agreement"**) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by One Hundred Thousand Dollars ($100,000), to extend the term of the Agreement by twenty-four (24) months and to modify the compensation rates in Exhibit 2.1 of the Agreement, as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of Three Hundred Thousand Dollars ($300,000)."

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until March 31, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.

DocuSign Envelope ID: 5C760AD5-F584-4967-9289-EF743D72AE8B

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

DocuSign Envelope ID: 5C760AD5-F584-4967-9289-EF743D72AE8B

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

DocuSigned by:
Lena Malik
918D3D8456884E7...

Date: 2/3/2024 | 1:03 AM PST

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Date: 3/22/2024 | 12:05 PM PDT

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Date: 2/5/2024 | 9:21 AM PST

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Date: 2/5/2024 | 10:31 AM PST

Deputy Auditor/Controller

DocuSign Envelope ID: 5C760AD5-F584-4967-9289-EF743D72AE8B

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Twenty Dollars ($120) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents ($7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This represents the then current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

DocuSign Envelope ID: 76809892-CD81-4AFF-B7EF-8348405F20C0

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

Agreement No.: A-15734; Amendment No.: 3
a. Authorize the Interim Chief Executive Office for Natividad or his designee to execute the Third Amendment to the Professional Services Agreement with Lena Nerjis Malik M.D. to provide pediatric hospitalist services, extending the term by twenty-four months (April 1, 2022 to March 31, 2024) for a revised full agreement term of July 1, 2017 to March 31, 2024 and adding $100,000 for a revised total not to exceed amount of $200,000 in the aggregate; and
b. Authorize the Interim Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% ($10,000) of the original contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 22nd day of March 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 March 22, 2022.

Dated: March 24, 2022
File ID: A 22-091
Agenda Item No.: 29

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 76809892-CD81-4AFF-B7EF-8348405F20C0

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of April 1, 2022 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2017, as amended effective as of July 1, 2019 and July 1, 2021 (collectively, the **"Agreement"**) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to increase the aggregate amount payable to Contractor by One Hundred Thousand Dollars ($100,000), to extend the term of the Agreement for an additional twenty-four (24) months and modify the compensation rates in Exhibit 2.1 of the Agreement, as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of Two Hundred Thousand Dollars ($200,000)."

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until March 31, 2024 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.

DocuSign Envelope ID: 76809892-CD81-4AFF-B7EF-8348405F20C0

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

DocuSign Envelope ID: 76809892-CD81-4AFF-B7EF-8348405F20C0

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

DocuSigned by:
916D3D8150304E7...

Date: 3/8/2022 | 10:37 PM PST, 20__

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
4E1F837D204E481...

Date: 3/25/2022 | 4:32 PM PDT, 20__

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Date: 3/9/2022 | 9:02 AM PST, 20__

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Joey Nolasco
F60C442ED05B437...

Date: 3/10/2022 | 1:50 PM PST, 20__

Deputy Auditor/Controller

DocuSign Envelope ID: 76809892-CD81-4AFF-B7EF-8348405F20C0

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Five Dollars ($105) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents ($7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day.

3. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of July 1, 2021 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated July 1, 2017 and amended July 1, 2019 (collectively, the **"Agreement"**) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term for an additional two (2) year period through June 30, 2023.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

   > **"5.1 Term.** This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until June 30, 2023 (the **"Expiration Date"**), subject to the termination provisions of this Agreement**."**

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

Date: 4/10, 2021

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 04/12, 2021

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: 4/12/2021, 20__

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: 4-26-2021, 20__

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "**Amendment**") is made and entered into as of July 1, 2019, by and between COUNTY OF MONTEREY ("**County**") on behalf of NATIVIDAD MEDICAL CENTER ("**Hospital**"), and LENA NERJIS MALIK, M.D, an individual ("**Contractor**") with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated July 1, 2017 (the "**Agreement**") pursuant to which Contract provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**5.1 Term.** This Agreement shall become effective on July 1, 2017 (the "**Effective Date**"), and shall continue until June 30, 2021 (the "**Expiration Date**"), subject to the termination provisions of this Agreement."

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D an individual

Date: 6/26, 2019

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 7/1, 2019

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: 6/28, 2019

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: 6-28, 2019

PROFESSIONAL SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

LENA NERJIS MALIK, M.D. ("Contractor")

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this **"Agreement"**) is entered into as of July 1, 2017, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is board certified for the practice of medicine in the specialty of Pediatrics (the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients and who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services. Contractor shall provide professional services in the Specialty (the **"Professional Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. Contractor shall provide Professional Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by Hospital in consultation with the Panel Members from time to time. Contractor shall be available to provide the Services on a twenty-four (24) hour per day basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.7 Absences. If Contractor is unable or reasonably expected to be unable to provide the Services for any reason, Contractor shall provide written notification to Hospital. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by

the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.14 Continuing Medical Education. Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal

government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Medical Records and Claims.

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

1.22 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of One Hundred Thousand Dollars ($100,000).

2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this

Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 **Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 **Qualifying Insurers.** All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 **Insurance Coverage Requirements.** Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until June 30, 2019 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of

example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: * Deputy Purchasing Agent

If to Contractor, addressed to:

LENA NERJIS MALIK, M.D.
105 San Juan Drive
Salinas, CA 93901

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that he is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

Lena Nerjis Malik

Date: 6/6, 2017

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 6/12, 2017

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: 6/8, 2017

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: 6-8, 2017

Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Exhibit 1.13

Natividad MEDICAL CENTER

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 08/11
Standard: MSP004-2	**Approved: MEC** 08/11 **BOT** 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.

2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Contribute to the overall educational mission of NMC.

6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.

8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.

2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Lena Malik

Signature: _____ Date: 6/1/17

Exhibit 2.1

COMPENSATION

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Dollars ($100) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 1, 2017 ("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 Lena Nerjis Malik, M.D. ("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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) 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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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 two (2) 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 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 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 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.

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:

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd., Bldg. 300

Salinas, California 93906

Attention: * Deputy Purchasing Agent

Phone: 831.755.4111

Fax: 831.755.6297

If to Covered Entity, to:

Lena Nerjis Malik, M.D.

105 San Juan Drive

Salinas, CA 93901

Attn: Dr. Lena Malik

Phone: (646) 239-8323

Fax: (831) 422-[redacted]-0577

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. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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.

LENA NERJIS MALIK, M.D.

By: Lena Nerjis Malik

Print Name: Lena Nerjis Malik

Print Title: MD

Date: 6/1/17

COUNTY OF MONTEREY, ON BEHALF OF *NATIVIDAD MEDICAL CENTER*

By:

Print Name:

Print Title: CEO

Date: 6/6/17

Introduced: 2/2/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with AG Infectious Diseases, A Medical Corporation to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of January 23, 2025 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with AG Infectious Diseases, A Medical Corporation to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of January 23, 2025 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
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SUMMARY:

Natividad Medical Center (NMC) must arrange for care and treatment of hospitalized patients as well as patients who present to the emergency department in need of medical care in the specialty of infectious diseases, which focuses on the diagnosis, treatment, and prevention of infections. NMC maintains an agreement with AG Infectious Diseases, A Medical Corporation through which Aric Gregson, M.D., a board-certified physician, provides infectious disease call coverage.

DISCUSSION:

NMC seeks to amend the agreement to ensure Dr. Gregson can continue providing these services without interruption. AG Infectious Diseases, A Medical Corporation is compensated at a contracted

rate for services rendered under the agreement. While service volumes may fluctuate based on coverage demands, the contracted rate remains unchanged. NMC has obtained an independent fair market value opinion supporting the payment terms of the agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment as to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees.

FINANCING:
The cost of this Amendment is $500,000. The total cost of this Agreement is $700,000 for the period January 23, 2025 to September 30, 2028. The actual cost is contingent upon Dr. Gregson's participation in the call panel which may fluctuate based on their availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the services where the total expenditure will not exceed $262,800 annually which is included in Fiscal Year 2025/2026 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement provide NMC with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
First Amendment
Agreement

Attachments on File at the Clerk of the Board

Introduced: 2/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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NMC seeks to amend the agreement to ensure Dr. Gregson can continue providing these services without interruption. AG Infectious Diseases, A Medical Corporation is compensated at a contracted rate for services rendered under the agreement. While service volumes may fluctuate based on coverage demands, the contracted rate remains unchanged. NMC has obtained an independent fair market value opinion supporting the payment terms of the agreement.

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__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
First Amendment
Agreement

Attachments on File at the Clerk of the Board

Docusign Envelope ID: 6F79C66C-19E6-496F-B1E2-EECD40460A67

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated January 23, 2025 (the **"Agreement"**) pursuant to which Contractor provides Specialty services to patients.

C. Hospital and Contractor desire to amend the Agreement to add Five Hundred Thousand Dollars ($500,000) to the aggregate amount payable to Contractor, to extend the term of the Agreement for an additional twenty-four (24) months and modify the professional liability reimbursement language , as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation**. Hospital shall pay to Contractor the amount determined in **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars ($700,000).**"**

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**5.1 Term**. This Agreement shall become effective on January 23, 2025 (the "**Effective Date**"), and shall continue until September 30, 2028 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

Docusign Envelope ID: 6F79C66C-19E6-496F-B1E2-EECD40460A67

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with **Exhibit 2.1** attached hereto.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

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IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation

Signed by:
By: Aric Gregson Date: 1/28/2026 | 3:34 PM PST
7A3E49B25CDC47A...
Its President

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta Date: 1/29/2026 | 7:50 PM PST
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz Date: 2/1/2026 | 4:13 PM PST
E79EF64E57454E6...
Deputy Auditor/Controller

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Forty-Three Dollars and Ninety-Seven Cents ($243.97) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between COUNTY OF MONTEREY ("County") on behalf of

NATIVIDAD MEDICAL CENTER ("Hospital")

and

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation (**"Contractor"**) is entered into on the date executed by all Parties, (**"Effective Date"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties**."

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the **"State"**), wholly owned and controlled by Aric Gregson, M.D. (**"Physician"**), an individual duly licensed and qualified to practice medicine in the State. Physician is experienced in the specialized field of infectious disease (the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall, through the services of Physician, provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall, through the services of Physician, provide Specialty medical care and treatment (the **"Professional Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall be available on an on-call basis to provide Specialty medical care and treatment to Patients (**"Coverage Services"**), along with other Panel Members, in a manner that is sufficient to ensure coverage of Hospital in the Specialty twenty-four (24) hours per day, seven (7) days a week, including all holidays, upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of twenty-four (24) hour shifts (**"Shifts"**) of Coverage Services to be provided by Contractor,

(c) Contractor shall ensure that Physician provides timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Physician is the physician on-call at the time of the referral, Physician shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

1.2 Teaching Services. Contractor shall, through the services of Physician, provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall, through the services of Physician, provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.5 Availability. Contractor shall ensure that Physician shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her

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best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.6 Absences. If Contractor or Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Physician's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Physician's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.7 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of Physician's time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.7**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

1.8 Medical Staff. Physician shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Physician's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Physician is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Physician's obligations hereunder, Physician shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Physician diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Physician has been granted privileges to perform the Services. Physician may obtain and maintain medical staff privileges at any other hospital or health care facility at Physician's sole expense.

1.9 Professional Qualifications. Physician shall have and maintain an unrestricted license to practice medicine in the State. Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.10 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time-to-time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and Physician shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

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1.11 Performance Standards. Contractor and Physician shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.12 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.12** (the **"Code"**), and agrees that Contractor and Physician have been given ample opportunity to read, review and understand the Code. With respect to Contractor's and Physician's business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor Physician shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and Physician shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.13 Continuing Medical Education. Contractor shall ensure that Physician participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.14 Use of Space. Contractor and Physician shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.15 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of Physician at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Physician becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Physician voluntarily or involuntarily retires from the practice of medicine;

(e) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(f) Contractor or Physician is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or Physician's ability to provide the Services; or

(i) Contractor or Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.16 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Physician has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Physician's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Physician has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.17 Nondiscrimination. Neither Contractor nor Physician shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.18 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.19 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Physician shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.20 Coordination with Attending Physicians. Contractor shall ensure that Physician promptly reports the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

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1.21 Medical Records and Claims.

(a) Contractor shall ensure that Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

1.22 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.23 Response Times. Contractor shall ensure that Physician responds in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall ensure that Physician responds within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

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2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or Physician under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or Physician for NMC Services rendered by Contractor or Physician pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or Physician pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

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2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Physician's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and Physician with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Physician is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Physician shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

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☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Physician complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Physician, 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 and Physician 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

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(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and Physician shall indemnify, defend, and hold harmless 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 Contractor's or Physician'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 and Physician's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Physician, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or Physician shall be construed to make or render Contractor or Physician the agent, employee or servant of County. Contractor and Physician agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and Physician is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and Physician. Physician shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or Physician with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with Physician.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or Physician's professional medical judgment or the methods by which Contractor or Physician performs professional medical services; provided, however, that Contractor and Physician shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and Physician shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or Physician best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor Physician shall refer any Hospital patient to any provider or health care services which either Contractor or Physician knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Physician or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of

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insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or Physician to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the **Effective Date**, and shall continue until September 30, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or Physician where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Physician;

(c) Physician's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor or Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(e) Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Physician's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Physician for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Physician's performance of the Services or Physician is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Physician is charged with or convicted of a criminal offense;

(j) Physician's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Physician is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

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(l) Physician acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor or Physician of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

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(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or Physician referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or Physician;

(vi) subject Hospital or Contractor, Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

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5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Physician's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and Physician shall immediately vacate the premises, removing any and all of Contractor's and Physician's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Physician has not so removed;

(c) Contractor and Physician shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Physician's possession or under Contractor's or Physician's control;

(d) Contractor and Physician shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Physician to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or Physician's possession or under Contractor's or Physician's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

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ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Physician shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Physician shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Physician, the provision of the Services, or the obligations of Contractor and Physician under this Agreement, including without limitation laws that require Contractor or Physician to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor and Physician shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope

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of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Physician may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Physician, or to which Contractor or Physician may gain access in the performance of the Services under this Agreement, or which Contractor or Physician knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor Physician shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Physician shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and Physician protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that

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Contractor and Physician prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor and Physician shall return to Hospital all Confidential Information and all copies thereof in Contractor's and Physician's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor Physician shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or Physician shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or Physician's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or Physician under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other

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period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or

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modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of

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any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that Physician does not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that Physician does not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter

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relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Physician served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Physician's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

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If to Contractor, addressed to:

AG Infectious Diseases, A Medical Corporation
11301 West Olympic Boulevard, Suite 435
Los Angeles, CA 90064
Attention: Aric Gregson, M.D.

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

AG Infectious Diseases, A Medical Corporation, a California professional corporation

Signed by:
By: Aric Gregson Date: 1/21/2025 | 7:07 PM PST
F68D1FEF78CC4C1...
Its Sole Shareholder

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris Date: 1/23/2025 | 3:58 PM PST
4E1F837D204E481...
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta Date: 1/21/2025 | 10:29 PM PST
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz Date: 1/22/2025 | 7:23 AM PST
E79EF64E57454F6...
Deputy Auditor/Controller

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.7

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
Name:			Direct Patient Care Services												Non-Productive Hrs				
Employee #:																			
Dept Name:			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
Cost Center:																			
Period Ending:																			
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
9	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
10	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.12

Natividad
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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

Exhibit 1.12-4

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12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Aric Gregson

Signature: Signed by: Aric Gregson F68D1FEF78CC4C1... Date: 1/21/2025 | 7:07 PM PST

Exhibit 1.12

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Thirty-Nine Dollars and Forty-One Cents ($239.41) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on the date signed by all parties ("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 AG INFECTIOUS DISEASES, A MEDICAL 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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

AG Infectious Diseases, A Medical Corporation
11301 West Olympic Boulevard, Suite 435
Los Angeles, CA 90064
Attention: Aric Gregson, M.D.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION

Signed by:
By Aric Gregson
F68D1FEF78CC4C1...

Print Name: Aric Gregson

Print Title: CEO / President

Date: 1/21/2025 | 7:07 PM PST

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...

Print Name: Charles Harris

Print Title: CEO

Date: 1/23/2025 | 3:58 PM PST

Introduced: 2/2/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Hayvenhurst Infectious Diseases Consultants, Inc. to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of November 1, 2024 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Hayvenhurst Infectious Diseases Consultants, Inc. to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of November 1, 2024 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

SUMMARY:
Natividad Medical Center (NMC) must arrange for care and treatment of hospitalized patients as well as patients who present to the emergency department in need of medical care in the specialty of infectious diseases, which focuses on the diagnosis, treatment, and prevention of infections. NMC maintains an agreement with Hayvenhurst Infectious Diseases Consultants, Inc. through which Alan Nazarian, M.D., a board-certified physician, provides infectious disease call coverage.

DISCUSSION:
NMC seeks to amend the agreement to ensure Dr. Nazarian can continue providing these services without interruption. Hayvenhurst Infectious Diseases Consultants, Inc. is compensated at a contracted

rate for services rendered under the agreement. While service volumes may fluctuate based on coverage demands, the contracted rate remains unchanged. NMC has obtained an independent fair market value opinion supporting the payment terms of the agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment as to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees.

FINANCING:
The cost of this Amendment is $500,000. The total cost of this Agreement is $700,000 for the period November 1, 2024 to September 30, 2028. The actual cost is contingent upon Dr. Nazarian's participation in the call panel which may fluctuate based on their availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the services where the total expenditure will not exceed $262,800 annually which is included in Fiscal Year 2025/2026 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement provide NMC with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
First Amendment
Agreement

Attachments on File at the Clerk of the Board

Introduced: 2/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with Hayvenhurst Infectious Diseases Consultants, Inc. to provide infectious disease services extending the term by twenty-four months (October 1, 2026 to September 30, 2028) for a revised full agreement term of November 1, 2024 to September 30, 2028, and adding $500,000 for a revised total not to exceed amount of $700,000 in the aggregate; and
b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three future amendments to this Agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $720,000.

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Natividad Medical Center (NMC) must arrange for care and treatment of hospitalized patients as well as patients who present to the emergency department in need of medical care in the specialty of infectious diseases, which focuses on the diagnosis, treatment, and prevention of infections. NMC maintains an agreement with Hayvenhurst Infectious Diseases Consultants, Inc. through which Alan Nazarian, M.D., a board-certified physician, provides infectious disease call coverage.

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NMC seeks to amend the agreement to ensure Dr. Nazarian can continue providing these services without interruption. Hayvenhurst Infectious Diseases Consultants, Inc. is compensated at a contracted rate for services rendered under the agreement. While service volumes may fluctuate based on

coverage demands, the contracted rate remains unchanged. NMC has obtained an independent fair market value opinion supporting the payment terms of the agreement.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved this amendment as to legal form. Auditor-Controller has reviewed and approved this amendment as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center's Finance Committee and Board of Trustees.

FINANCING:
The cost of this Amendment is $500,000. The total cost of this Agreement is $700,000 for the period November 1, 2024 to September 30, 2028. The actual cost is contingent upon Dr. Nazarian's participation in the call panel which may fluctuate based on their availability. Natividad has agreements with multiple providers to ensure sufficient coverage of the services where the total expenditure will not exceed $262,800 annually which is included in Fiscal Year 2025/2026 Adopted Budget. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The services rendered in this agreement provide NMC with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
First Amendment
Agreement

Attachments on File at the Clerk of the Board

Docusign Envelope ID: 1EEEC046-F573-4218-B54C-2E60D30FF3C9

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated November 1, 2024 (the **"Agreement"**) pursuant to which Contractor provides Specialty services to patients.

C. Hospital and Contractor desire to amend the Agreement to add Five Hundred Thousand Dollars ($500,000) to the aggregate amount payable to Contractor, extend the term of the Agreement for an additional twenty-four (24) months, and modify the professional liability reimbursement language, as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation**. Hospital shall pay to Contractor the amount determined in **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars ($700,000).**"**

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**5.1 Term**. This Agreement shall become effective on November 1, 2024 (the "**Effective Date**"), and shall continue until September 30, 2028 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

Docusign Envelope ID: 1EEEC046-F573-4218-B54C-2E60D30FF3C9

4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with Exhibit 2.1 attached hereto.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 1EEEC046-F573-4218-B54C-2E60D30FF3C9

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

HAYVENHURT INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation

DocuSigned by:
By: Alan Nazarian
A3D73F43D614461...
Its MD

Date: 1/28/2026 | 3:12 PM PST

NATIVIDAD MEDICAL CENTER

_____
Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 2/4/2026 | 2:52 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrea Valentine
25834C99491E449...
Deputy Auditor/Controller

Date: 2/4/2026 | 4:31 PM PST

Docusign Envelope ID: 1EEEC046-F573-4218-B54C-2E60D30FF3C9

Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Forty-Three Dollars and Ninety-Seven Cents ($243.97) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between COUNTY OF MONTEREY ("County") on behalf of

NATIVIDAD MEDICAL CENTER ("Hospital")

and

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC. ("Contractor")

Docusign Envelope ID: 5FC4A10B-3233-460B-9BCC-AFE85BAD2F2E

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of November 1, 2024, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the **"State"**), wholly owned and controlled by Alan Nazarian, M.D. (**"Physician"**), an individual duly licensed and qualified to practice medicine in the State. Physician is experienced in the specialized field of infectious disease (the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall, through the services of Physician, provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

Docusign Envelope ID: 5FC4A10B-3233-460B-9BCC-AFE85BAD2F2E

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall, through the services of Physician, provide Specialty medical care and treatment (the **"Professional Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall be available on an on-call basis to provide Specialty medical care and treatment to Patients (**"Coverage Services"**), along with other Panel Members, in a manner that is sufficient to ensure coverage of Hospital in the Specialty twenty-four (24) hours per day, seven (7) days a week, including all holidays, upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of twenty-four (24) hour shifts (**"Shifts"**) of Coverage Services to be provided by Contractor,

(c) Contractor shall ensure that Physician provides timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Physician is the physician on-call at the time of the referral, Physician shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

1.2 Teaching Services. Contractor shall, through the services of Physician, provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall, through the services of Physician, provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.5 Availability. Contractor shall ensure that Physician shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her

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best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.6 Absences. If Contractor or Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Physician's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Physician's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.7 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of Physician's time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.7**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

1.8 Medical Staff. Physician shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Physician's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Physician is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Physician's obligations hereunder, Physician shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Physician diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Physician has been granted privileges to perform the Services. Physician may obtain and maintain medical staff privileges at any other hospital or health care facility at Physician's sole expense.

1.9 Professional Qualifications. Physician shall have and maintain an unrestricted license to practice medicine in the State. Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.10 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time-to-time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and Physician shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

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1.11 Performance Standards. Contractor and Physician shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.12 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.12** (the **"Code"**), and agrees that Contractor and Physician have been given ample opportunity to read, review and understand the Code. With respect to Contractor's and Physician's business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor Physician shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and Physician shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.13 Continuing Medical Education. Contractor shall ensure that Physician participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.14 Use of Space. Contractor and Physician shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.15 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of Physician at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Physician becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Physician voluntarily or involuntarily retires from the practice of medicine;

(e) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(f) Contractor or Physician is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or Physician's ability to provide the Services; or

(i) Contractor or Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.16 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Physician has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Physician's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Physician has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.17 Nondiscrimination. Neither Contractor nor Physician shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.18 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.19 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Physician shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.20 Coordination with Attending Physicians. Contractor shall ensure that Physician promptly reports the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

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1.21 Medical Records and Claims.

(a) Contractor shall ensure that Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

1.22 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.23 Response Times. Contractor shall ensure that Physician responds in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall ensure that Physician responds within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

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2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or Physician under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or Physician for NMC Services rendered by Contractor or Physician pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or Physician pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

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2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Physician's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and Physician with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Physician is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Physician shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

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☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Physician complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Physician, 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 and Physician 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

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(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and Physician shall indemnify, defend, and hold harmless 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 Contractor's or Physician'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 and Physician's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Physician, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or Physician shall be construed to make or render Contractor or Physician the agent, employee or servant of County. Contractor and Physician agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and Physician is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and Physician. Physician shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or Physician with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with Physician.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or Physician's professional medical judgment or the methods by which Contractor or Physician performs professional medical services; provided, however, that Contractor and Physician shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and Physician shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or Physician best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor Physician shall refer any Hospital patient to any provider or health care services which either Contractor or Physician knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Physician or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of

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insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or Physician to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on November 1, 2024 (the **"Effective Date"**), and shall continue until September 30, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or Physician where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Physician;

(c) Physician's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor or Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(e) Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Physician's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Physician for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Physician's performance of the Services or Physician is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Physician is charged with or convicted of a criminal offense;

(j) Physician's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Physician is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

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(l) Physician acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor or Physician of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

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(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or Physician referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or Physician;

(vi) subject Hospital or Contractor, Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

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5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Physician's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and Physician shall immediately vacate the premises, removing any and all of Contractor's and Physician's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Physician has not so removed;

(c) Contractor and Physician shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Physician's possession or under Contractor's or Physician's control;

(d) Contractor and Physician shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Physician to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or Physician's possession or under Contractor's or Physician's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

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ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Physician shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Physician shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Physician, the provision of the Services, or the obligations of Contractor and Physician under this Agreement, including without limitation laws that require Contractor or Physician to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor and Physician shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope

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of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Physician may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Physician, or to which Contractor or Physician may gain access in the performance of the Services under this Agreement, or which Contractor or Physician knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor Physician shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Physician shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and Physician protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that

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Contractor and Physician prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor and Physician shall return to Hospital all Confidential Information and all copies thereof in Contractor's and Physician's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor Physician shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or Physician shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or Physician's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or Physician under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other

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period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or

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modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of

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any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that Physician does not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that Physician does not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter

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relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Physician served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Physician's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

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If to Contractor, addressed to:

Hayvenhurst Infectious Diseases Consultants, Inc.
Post Office Box 177785
Beverly Hills, CA 90210
Attention: Alan Nazarian, M.D.

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation

Signed by:
By: Allan Nazarian MD
A3D73F43D614461...
Date: 10/21/2024 | 3:58 PM PDT
Its Sole Shareholder

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Date: 10/25/2024 | 4:09 PM PDT
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...
Date: 10/25/2024 | 1:29 PM PDT
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Date: 10/25/2024 | 3:59 PM PDT
Deputy Auditor/Controller

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.7

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

Name:
Employee #:
Dept Name:
Cost Center:
Period Ending:

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
			Direct Patient Care Services												Non-Productive Hrs				
			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
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9	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
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		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.12

Natividad
Inspiring healthy lives

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

Exhibit 1.12-4

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12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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Natividad
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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Alan Nazarian MD

Signature: Signed by: Alan Nazarian MD A3D73F43D614461... Date: 10/21/2024 | 3:58 PM PDT

Exhibit 1.12

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Thirty-Nine Dollars and Forty-One Cents ($239.41) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective November 1, 2024 ("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 HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC. ("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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

Hayvenhurst Infectious Diseases Consultants, Inc.
Post Office Box 177785
Beverly Hills, CA 90210
Attention: Alan Nazarian, M.D.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC.

Signed by:
By: Alan Nazarian MD
A3D73F43D614461...

Print Name: Alan Nazarian MD

Print Title: MD

Date: 10/21/2024 | 3:58 PM PDT

COUNTY OF MONTEREY, ON BEHALF OF *NATIVIDAD MEDICAL CENTER*

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Print Name: Charles R. Harris

Print Title: CEO

Date: 10/25/2024 | 4:09 PM PDT

Introduced: 2/6/2026

Current Status: Natividad Medical Center - Consent

Version: 2

Matter Type: BoS Agreement

a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2019 to June 30, 2028 and adding $1,800,000 for a revised not to exceed amount of $4,515,000 in the aggregate; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $4,580,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2019 to June 30, 2028 and adding $1,800,000 for a revised not to exceed amount of $4,515,000 in the aggregate; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $4,580,000.

SUMMARY:
NMC received its designation as the Level II Trauma Center for Monterey County in January 2015. The American College of Surgeons requires critical care surgeons to be available in-house with a 15-minute response time for Level II Trauma Centers. In order to provide 24/7 care, it is necessary to maintain a core team of quality surgeons made up of employed and independent contract physicians to provide daily call coverage in the Emergency Department and follow-up care to patients in the Intensive Care Unit.

DISCUSSION:

NMC would like to enter into an agreement with Thai Lan Tran MD, a board-certified fellowship trained trauma surgeon to provide general and critical care surgical services as part of the comprehensive trauma services required for a Level II Trauma Center. Dr. Tran will participate in the on-call panel and will be paid a daily rate for the coverage services, which may increase due to availability and the need for coverage, but the rate of pay for services remains the same. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and approved this Amendment as to legal form, and the Auditor-Controller has reviewed and approved this Amendment as to payment provisions. The Amendment has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees.

FINANCING:

The cost of this Amendment is $1,800,000. The total not to exceed amount of this Agreement is $4,515,000. The actual cost is contingent upon Dr. Tran's participation in the call panel which may fluctuate based on her availability. NMC has agreements with multiple providers to ensure sufficient coverage of the trauma services where the total expenditure will not exceed $1,800,000 annually which is included in Fiscal Year 2025/2026 Adopted Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fifth Amendment
Fourth Amendment
Third Amendment

Second Amendment
First Amendment
Agreement

Introduced: 2/6/2026
Version: 2

Current Status: Agenda Ready
Matter Type: BoS Agreement

a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2019 to June 30, 2028 and adding $1,800,000 for a revised not to exceed amount of $4,515,000 in the aggregate; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $4,580,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2019 to June 30, 2028 and adding $1,800,000 for a revised not to exceed amount of $4,515,000 in the aggregate; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $4,580,000.

SUMMARY:
NMC received its designation as the Level II Trauma Center for Monterey County in January 2015. The American College of Surgeons requires critical care surgeons to be available in-house with a 15-minute response time for Level II Trauma Centers. In order to provide 24/7 care, it is necessary to maintain a core team of quality surgeons made up of employed and independent contract physicians to provide daily call coverage in the Emergency Department and follow-up care to patients in the Intensive Care Unit.

DISCUSSION:

NMC would like to enter into an agreement with Thai Lan Tran MD, a board-certified fellowship trained trauma surgeon to provide general and critical care surgical services as part of the comprehensive trauma services required for a Level II Trauma Center. Dr. Tran will participate in the on-call panel and will be paid a daily rate for the coverage services, which may increase due to availability and the need for coverage, but the rate of pay for services remains the same. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and approved this Amendment as to legal form, and the Auditor-Controller has reviewed and approved this Amendment as to payment provisions. The Amendment has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees.

FINANCING:

The cost of this Amendment is $1,800,000. The total not to exceed amount of this Agreement is $4,515,000. The actual cost is contingent upon Dr. Tran's participation in the call panel which may fluctuate based on her availability. NMC has agreements with multiple providers to ensure sufficient coverage of the trauma services where the total expenditure will not exceed $1,800,000 annually which is included in Fiscal Year 2025/2026 Adopted Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Fifth Amendment
Fourth Amendment
Third Amendment

Second Amendment
First Amendment
Agreement

Docusign Envelope ID: 18D7887B-E40A-4D63-A2BF-7BD008F24D42

FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**), by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N. Tran M.D. INC, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties.:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2019, as amended effective July 1, 2021, January 1, 2023, May 1, 2024 and January 26, 2026 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months (24) and add One Million Eight Hundred Thousand Dollars ($1,800,000), to the aggregate not to exceed amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Four Million Five Hundred Fifteen Thousand Dollars ($4,515,000)."

3. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on June 1, 2019 (the **"Effective Date"**), and shall continue until June 30, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

Docusign Envelope ID: 18D7887B-E40A-4D63-A2BF-7BD008F24D42

4. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

5. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 18D7887B-E40A-4D63-A2BF-7BD008F24D42

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

THAI LAN N TRAN, MD INC., a California professional corporation

Signed by:
By: Thai Lan Tran
4D42E9CAA4834FE...
Its Trauma Surgeon

Date: 2/2/2026 | 4:28 PM PST

By: _____
Its

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
_____ Date: 2/3/2026 | 9:03 AM PST
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
_____ Date: 2/4/2026 | 8:47 AM PST
Deputy Auditor/Controller

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N. Tran M.D. INC, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties.

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2019, as amended effective July 1, 2021, January 1, 2023, and May 1, 2024 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to add Sixty-Five Thousand Dollars ($65,000) to the aggregate amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Million Seven Hundred Fifteen Thousand Dollars ($2,715,000)."

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

THAI LAN N TRAN, MD INC., a California professional corporation

By: _____ Date: 1/22/2026
Its

By: _____
Its

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Deputy Purchasing Agent

Date: 1/26/2026 | 9:33 AM PST

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 1/23/2026 | 2:16 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454E6...
Deputy Auditor/Controller

Date: 1/25/2026 | 4:02 PM PST

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14387 ; Amendment No.: 3
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan N Tran MD Inc. to provide general and critical care surgical services, extending the term by twenty-four months (July 1, 2024 to June 30, 2026) for a revised full agreement term of June 1, 2019 to June 30, 2026 and adding $1,000,000 for a revised not to exceed amount of $2,650,000 in the aggregate; and
b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($65,000) of the original contract amount and do not increase the total contract amount above $2,715,000.

PASSED AND ADOPTED on this 30th day of April 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 April 30, 2024.

REVISED DATE May 2, 2024
File ID: A 24-167
Agenda Item No.: 14

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 96D02CDC-8455-4C2A-8CB3-A3FF1EF51B2F

THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of May 1, 2024, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N Tran MD Inc, a California professional corporation (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of June 1, 2019, and amended effective as of July 1, 2021 and January 1, 2023 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to modify the compensation arrangements in the compensation Exhibit, extend the term by twenty-four months and add $1,000,000 to the aggregate not to exceed amount.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of Two Million Six Hundred Fifty Thousand Dollars ($2,650,000)."

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on June 1, 2019 (the **"Effective Date"**), and shall continue until June 30, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

DocuSign Envelope ID: 96D02CDC-8455-4C2A-8CB3-A3FF1EF51B2F

4. **Exhibit 2.1**. Exhibit 2.1 is hereby deleted and replaced in its entirety and incorporated by reference as attached **Exhibit 2.1**.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

Thai Lan N Tran MD Inc, a California professional corporation

DocuSigned by:
By: Thai Lan Tran
4D42E9CAA4834FE...
Its Trauma Surgeon

Date: 4/12/2024 | 5:28 PM PDT

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

_____
Deputy Purchasing Agent

Date: 5/1/24

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 4/15/2024 | 9:36 AM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E6578754544E...
Deputy Auditor/Controller

Date: 4/15/2024 | 12:39 PM PDT

DocuSign Envelope ID: 96D02CDC-8455-4C2A-8CB3-A3FF1EF51B2F

Exhibit 2.1

COMPENSATION

1. **Coverage Services Compensation.**

(a) Hospital shall pay to Contractor an amount equal to Four Thousand Five Hundred Sixty Dollars ($4,560) per Shift of **Trauma Coverage Services**;

(b) Hospital shall pay to Contractor an amount equal to Two Thousand Dollars ($2,000) per Shift of **General Surgery Coverage Services** provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

(c) If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars ($500) per twenty-four (24) hour period (**"Back-up Call Coverage Compensation"**), plus One Hundred Ninety Dollars ($190.00) per each hour that Contractor is required to be physically present at Hospital, not to exceed Four Thousand Five Hundred Sixty Dollars ($4,560) per day in the aggregate.

2. **Associate Medical Director Services.** Hospital shall pay to Contractor the amount equal to Two Hundred Dollars ($200) per hour for the provision of Associate Medical Director Services, not to exceed Two Thousand Dollars ($2,000) per month.

3. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

4. **Non Clinic Uninsured Patient Services.**

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Group Physician (the **"Non Clinic Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Non Clinic Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's

attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.,* it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.,* scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Eight Hundred Fifty-Four Dollars and Ninety-One Cents ($854.91) per month to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This amount reflects the then-current rate, rates are subject to change.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of January 1, 2023, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N Tran MD Inc, a California professional corporation (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of June 1, 2019, and amended effective as of July 1, 2021 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to modify the compensation arrangements in the compensation Exhibit to the Agreement.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Exhibit 2.1**. Exhibit 2.1 is hereby deleted and replaced in its entirety and incorporated by reference as attached **Exhibit 2.1**.

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

Thai Lan N Tran MD Inc, a California professional corporation

DocuSigned by:
By: Thai Lan Tran Date: 12/16/2022 | 6:59 PM PST
4D42E9CAA4834FE...
Its

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

_____ Date: 12/23/22
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta Date: 12/19/2022 | 10:31 AM PST
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth Date: 12/19/2022 | 3:16 PM PST
4E7E057875454AE...
Deputy Auditor/Controller

Exhibit 2.1

COMPENSATION

1. **Coverage Services Compensation.**

(a) Hospital shall pay to Contractor an amount equal to Three Thousand Five Hundred Dollars ($3,500) per Shift of **Trauma Coverage Services**;

(b) Hospital shall pay to Contractor an amount equal to Two Thousand Dollars ($2,000) per Shift of **General Surgery Coverage Services** provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

(c) If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars ($500) per twenty-four (24) hour period (**"Back-up Call Coverage Compensation"**), plus One Hundred Forty-Five Dollars and Eighty-Three Cents ($145.83) per each hour that Contractor is required to be physically present at Hospital, not to exceed Three Thousand Five Hundred Dollars ($3,500) per day in the aggregate.

2. **Associate Medical Director Services.** Hospital shall pay to Contractor the amount equal to Two Hundred Dollars ($200) per hour for the provision of Associate Medical Director Services, not to exceed Two Thousand Dollars ($2,000) per month.

3. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

4. **Non Clinic Uninsured Patient Services.**

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Group Physician (the **"Non Clinic Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Non Clinic Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's

attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.,* it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.,* scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Eight Hundred Fifty-Four Dollars and Ninety One Cents ($854.91) per month to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This amount reflects the then-current rate, rates are subject to change.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-14387; Amendment No.: 1
a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14387) with Thai Lan Tran, M.D. Inc. to provide general and acute care surgical services at Natividad, extending the agreement term by thirty-six months (July 1, 2021 to June 30, 2024) for a revised full agreement term of June 1, 2019 to June 30, 2024, and adding $1,000,000 for revised not to exceed amount of $1,650,000 in the aggregate; and
b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% ($65,000) of the original contract amount.

PASSED AND ADOPTED on this 22nd 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 22, 2021.

Dated: June 30, 2021
File ID: A 21-314
Agenda Item No.: 37

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

Julian Lorenzana, Deputy

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of July 1, 2021, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N Tran MD Inc., a California professional corporation (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective June 1, 2019 (the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Compensation, extend the term by thirty-six (36) months and add One Million Dollars ($1,000,000) to the aggregate amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 1.1**. Section 1.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"1.1 Professional Services.**
>
> (a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Contractor shall provide twenty-four (24) hour shifts (**"Shifts"**) of on-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to trauma Patients within fifteen (15) minutes of notification, upon the terms and conditions set forth in this Agreement (**"Trauma Coverage Services"**). Trauma Coverage Services shall include acute care surgery and critical care services as well as inpatient and outpatient procedures performed in Hospital's operating rooms.

(c) In addition, Contractor shall provide Shifts of off-site general surgery and back-up trauma coverage services and be available on an on-call basis to provide Professional Services to Patients within thirty (30) minutes of notification, as well as follow-up and inpatient rounding on Patients as necessary during such Shift upon the terms and conditions set forth in this Agreement (collectively, the **"General Surgery Coverage Services"**). Trauma Coverage Services and General Surgery Coverage Services are sometimes referred to collectively in this Agreement as **"Coverage Services**."

(d) Contractor shall provide Coverage Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the trauma program director designated by Hospital (the **"Trauma Program Director"**). Contractor shall provide a minimum of five (5) Trauma Coverage Services Shifts per month. Notwithstanding the above, Contractor shall provide the Coverage Services a minimum of ten (10) Shifts per month, which may be comprised of any combination of Shifts of Trauma Coverage Services and General Surgery Coverage Services.

(e) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

(f) Contractor shall also provide Professional Services in the Clinic up to two (2) full, eight (8) hour days per month (the **"Clinic Services"**).

(g) Contractor shall provide to Hospital those services set forth on **Exhibit 1.1(g)** (the **"Associate Medical Director Services"**), upon the terms and subject to the conditions set forth in this Agreement. Contractor shall ensure that the Associate Medical Director Services are performed when and as needed and only upon the request of the Trauma Program Director from time to time, up to ten (10) hours per month.**"**

3. **Section 1.3**. Section 1.3 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Trauma Coverage Services, General Surgery Coverage Services, Coverage Services, Clinic Services, Additional Services, and Associate Medical Director Services are sometimes referred to collectively in this Agreement as the **"Services**.""

4. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the aggregate amount of One Million Six Hundred Fifty Thousand Dollars ($1,650,000)."

5. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on June 1, 2019 (the **"Effective Date"**), and shall continue until June 30, 2024 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

6. **New Exhibit 1.1(g)**. A new Exhibit 1.1(g) is hereby added to the Agreement and incorporated by reference and attached hereto as **Exhibit 1.1(g)**.

7. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

9. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

Thai Lan N Tran MD Inc., a California professional corporation

By: _____ Date: May 24, 2021
Its_____

By: _____
Its_____

NATIVIDAD MEDICAL CENTER

Dr. Charles R. Harris Date: 7/1/21, 20__
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

_____ Date: 5/24/2021, 20__
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

Gary Gibboney Date: 5-24-2021, 20__
Deputy Auditor/Controller

Exhibit 1.1(g)

ASSOCIATE MEDICAL DIRECTOR SERVICES

Contractor shall:

1. assist in the development and implementation of the trauma services and coordination and consultations with Hospital staff regarding the efficiency and effectiveness of the trauma department (the **"Department"**), as requested by Hospital from time to time;

2. provide general administration of the day-to-day operations of the Department;

3. advise and assist in the development of protocols and policies for the Department;

4. ensure physician coverage of the Department;

5. design of the trauma call system that is approved by the Trauma Program Director;

6. schedule, coordinate and supervise the provision of medical and ancillary services within the Department;

7. ensure the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;

8. coordinate and consult with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and make recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;

9. develop, review, and provide training programs for Medical Staff and Hospital personnel;

10. prepare such reports and records as may be required by this Agreement, Hospital or the Medical Staff;

11. participate in Hospital and Medical Staff committees upon request by Hospital;

12. participate in continuing medical education, research and teaching activities upon request by Hospital;

13. participate in utilization review programs, as reasonably requested by Hospital;

14. participate in risk management and quality assurance programs, as reasonably requested by Hospital; and

15. assist Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payers contracting with Hospital;

16. upon appointment by the Trauma Medical Director, serve as the liaison to the trauma program; and

17. as liaison to Hospital's trauma program, be physically present for at least fifty percent (50%) of the trauma committee meetings and actively participate in all such meetings.

Exhibit 2.1

COMPENSATION

1. **Coverage Services Compensation.**

(a) Hospital shall pay to Contractor an amount equal to Three Thousand Two Hundred Seventy-Five Dollars ($3,275) per Shift of **Trauma Coverage Services**;

(b) Hospital shall pay to Contractor an amount equal to Two Thousand Dollars ($2,000) per Shift of **General Surgery Coverage Services** provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

(c) If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars ($500) per twenty-four (24) hour period (**"Back-up Call Coverage Compensation"**) and One Hundred Thirty-Six Dollars and Forty-Six Cents ($136.46) per each hour that Contractor is required to be physically present at Hospital, not to exceed Three Thousand Two Hundred Seventy-Five Dollars ($3,275) per day in the aggregate.

2. **Associate Medical Director Services.** Hospital shall pay to Contractor the amount equal to Two Hundred Dollars ($200) per hour for the provision of Associate Medical Director Services, not to exceed Two Thousand Dollars ($2,000) per month.

3. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

4. **Non Clinic Uninsured Patient Services.**

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Group Physician (the **"Non Clinic Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Non Clinic Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's

attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.,* it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.,* scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Twenty Dollars and Fifty-Two Cents ($20.52) per day worked, until such date that the Contractor starts providing the minimum Coverage Services in Section 1.1(b) and then Hospital will deduct Six Hundred Twenty Four Dollars and Twenty Five Cents ($624.25) per month from Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

Monterey County
Board of Supervisors

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Board Order

Agreement No. A-14387
A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute the Professional and Call Coverage Services Agreement with Thai Lan N. Tran MD, Inc. to provide general and acute care surgical services for an amount not to exceed $650,000 for the period July 1, 2019 to June 30, 2021; and

b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% ($65,000) of the original contract amount.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019
File ID: A 19-204
Agenda Item No. 34

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

Joel G. Pablo, Deputy

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

THAI LAN N. TRAN, M.D., INC. ("Contractor")

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of June 1, 2019, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and THAI LAN N. TRAN, M.D., INC. a California corporation (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is board certified for the practice of medicine in the specialty of general and critical care surgery (collectively, the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Commencing on a date that is mutually agreed upon by both Parties, but no later than October 1, 2019, Contractor shall provide a minimum of five (5), twenty-four (24) hour shifts (**"Shifts"**) of on-site coverage services per month at Hospital and be available on an on-call basis to provide Professional Services to Patients within fifteen (15) minutes of notification, upon the terms and conditions set forth in this Agreement (**"Trauma Coverage Services"**). Trauma Coverage Services shall include acute care surgery and critical care services as well as inpatient and outpatient procedures performed in Hospital's operating rooms.

(c) Contractor shall provide a minimum of five (5) Shifts of off-site coverage services per month at Hospital and be available on an on-call basis to provide Professional Services to Patients within thirty (30) minutes of notification, upon the terms and conditions set forth in this Agreement (**"General Surgery Coverage Services"**). General Surgery Coverage Services shall include trauma back-up coverage services, follow-up and inpatient rounding on patients as necessary during the twenty (24) hour period. Trauma Coverage Services and General Surgery Coverage Services are sometimes referred to collectively in this Agreement as "**Coverage Services**".

(d) Contractor shall provide Coverage Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the trauma program director designated by Hospital (the **"Trauma Program Director"**).

(e) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

(f) Contractor shall also provide Professional Services in the Clinic for two (2) full, eight (8) hour days per month (the **"Clinic Services"**).

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Clinic Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. Contractor shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.7 Absences. If Contractor is unable or reasonably expected to be unable to provide the Services for any reason, Contractor shall provide written notification to the Trauma Program Director.

1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.14 Continuing Medical Education. Contractor shall participate in continuing medical education (**"CME"**) as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, as required under the American College of Surgeons trauma center requirements and guidelines (**"ACS Requirements"**) or as otherwise required by the medical profession. Contractor must provide to Hospital documentation showing Contractor's completion of a minimum of sixteen (16) hours of CME per year, or forty-eight (48) hours over three (3) years of external trauma-related CME.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or

moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Coordination with Attending Physicians. Contractor shall promptly report the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

1.22 Medical Records and Claims.

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished by Contractor to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.24 Response Times. Contractor shall be promptly available and respond in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with the requirements set forth in **Exhibit 1.24**, the Hospital Rules and ACS Requirements. Contractor shall respond within thirty (30) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Six Hundred Fifty Thousand Dollars ($650,000).

2.2 Billing and Collections. Contractor shall be solely responsible for billing and collecting for all Professional Services rendered to Patients pursuant to this Agreement (**"Physician Services"**), Section 2.2 shall no longer apply and Section 2.3 shall govern. Contractor agrees that such collections shall be Contractor's sole compensation for Physician Services. All billing shall be in compliance with applicable laws, customary professional practice, the Medicare and Medicaid Programs and other third party payor programs, whether public or private.

(a) **Billing Compliance.** Contractor shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third party payor programs, whether public or private, in connection with billing and coding for Physician Services provided pursuant to this Agreement. Contractor shall adopt and maintain billing and coding compliance policies and procedures to ensure Contractor's compliance with applicable Laws, including those of the Federal Health Care Programs. Hospital shall have reasonable access to Contractor's records in order to assure Contractor's compliance with this Agreement.

(b) **Patient Information.** Hospital shall take all necessary and reasonable steps to provide Contractor appropriate patient information to facilitate Contractor's billing for the Physician Services rendered pursuant to this Agreement.

(c) **Separate Billing.** Neither Contractor nor Hospital shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by the other Party. Contractor shall cooperate with Hospital in completing such claim forms for Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(d) **Debt Collection Practices.** Contractor shall comply, and shall ensure that any collection agency engaged by Contractor complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and Section 1788, et seq. of the California Civil Code (collectively, the **"Debt Collection Acts"**). Contractor shall not, and shall ensure that any collection agency engaged by Contractor does not, with respect to any Hospital patient who is not enrolled in any HMO, PPO, POS or other third party payor plan or program, or Medicare, Medicaid or any other government funded health care benefit plan or program: (i) use wage garnishments or liens on primary residences as a means of collecting unpaid bills for Physician Services rendered by Contractor pursuant to this Agreement, or (ii) report adverse information to a consumer credit reporting agency or commence civil action against any such patient for nonpayment at any time prior to one hundred fifty (150) days after initial billing for Physician Services rendered by Contractor pursuant to this Agreement.

(e) **Collection Agencies.** Hospital shall have the right to object to Contractor's use of any collection agency that engages in conduct that violates the Debt Collection Acts or Section 2.2(d) of this Agreement, or that results in the unreasonable annoyance or harassment of patients. Contractor shall either cure this problem or discharge the collection agency within thirty (30) days following written notice of objection by Hospital. If this problem occurs a second time, Contractor shall discharge the collection agency within thirty (30) days following written notice of objection by Hospital.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii)

amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to govermnent mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on July 1, 2019 (the **"Effective Date"**), and shall continue until June 30, 2021 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 **Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 **Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments applicable to Contractor, the provision of the Services, Hospital's trauma center designation, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**), Title 22, Division 9, Chapter 7 of the California Code of Regulations (Trauma Care Systems), the County of Monterey Emergency Medical Services Trauma Care System Plan and Protocols and Policies and any applicable guidelines issued by the American College of Surgeons Committee on Trauma and/or the U.S. Department of Health and Human Services, each as amended from time to time (collectively, the **"Laws"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 **Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services Manager

If to Contractor, addressed to:

Thai Lan N. Tran
1512 N. Ardmore Ave.
Manhattan Beach, CA 90266

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

Thai Lan N. Tran, M.D.

Date: April 25th, 2019

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: 6/27, 2019

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta, Deputy County Counsel

Date: 5/15, 2019

APPROVED AS TO FISCAL PROVISIONS:

Deputy Auditor/Controller

Date: 5-16, 2019

Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

Attachment A

ADDITIONAL OBLIGATIONS

Contractor shall participate in performance improvement activities associated with the American College of Surgeons National Surgical Quality Improvement Program (ACS NSQIP).

Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
Name:			Direct Patient Care Services												Non-Productive Hrs				
Employee #:			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
Dept Name:																			
Cost Center:																			
Period Ending:																			
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
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10	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

Exhibit 1.8-1

Exhibit 1.13

Natividad MEDICAL CENTER

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 08/11
Standard: MSP004-2	**Approved: MEC** 08/11 **BOT** 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.

2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Contribute to the overall educational mission of NMC.

6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.

8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.

2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.

8. Harassment

   a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

      1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

      2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

      3. Otherwise aversely affects an individual's employment opportunity.

   b. Harassing conduct includes, but is not limited to:

      1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

      2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Exhibit 1.24

RESPONSE TIME REQUIREMENTS

Contractor shall meet the following requirements when providing Coverage Services in the Specialty under this Agreement:

1. Contractor shall be in the emergency department on patient arrival, with adequate notification from the field;

2. Contractor shall adhere to the Level II trauma center requirements regarding response times. The maximum acceptable response time is 15 minutes for Level II Trauma Centers. **"Response time"** means the Contractor is physically present in the trauma resuscitation room as documented by the trauma scribe on the trauma run sheet;

3. Contractor's presence in the trauma resuscitation room must be in compliance at least eighty percent (80%) of the time. Demonstration of the Contractor's prompt arrival for patients with appropriate activation criteria will be monitored by the Hospital's trauma Performance Improvement and Patient Safety (PIPS) program as documented by the trauma scribe on the trauma run document; and

4. Contractor shall identify himself or herself as present to the trauma scribe. It is the Contractor's sole responsibility to ensure his or her presence in the trauma room is documented by the trauma scribe on the trauma run sheet. If Contractor's presence is not documented, Contractor will be considered not to be present. Failure to meet these time restrictions may lead to immediate removal from the call panel by the Trauma Program Director.

Exhibit 2.1

COMPENSATION

1. **Coverage Services Compensation.** Prior to October 1, 2019, Hospital shall pay to Contractor an amount equal to Three Thousand Five Hundred Dollars ($3,500) per Shift of Trauma Coverage Services and One Thousand Seven Hundred Fifty Dollars ($1,750) per Shift of General Surgery Coverage Services provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift. If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid $145.83 per each hour that Contractor is required to be physically present at Hospital, not to exceed $3,500 per day. The Coverage Stipend is inclusive of travel expenses and Contractor shall not receive additional reimbursement for travel expenses.

2. **Coverage Services Compensation.** On or after October 1, 2019, Hospital shall pay to Contractor an amount equal to Three Thousand Two Hundred Seventy-Five Dollars ($3,275) per Shift of Trauma Coverage Services and One Thousand Five Hundred Dollars ($1,500) per Shift of General Surgery Coverage Services provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift. If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to $500 per twenty-four hour period ("**Back-up Call Coverage Compensation**") and $136.46 per each hour that Contractor is required to be physically present at Hospital, not to exceed $3,275 per day in the aggregate..

3. **Clinic Services.** In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

4. **Non Clinic Uninsured Patient Services.**

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Group Physician (the **"Non Clinic Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Non Clinic Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is

uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim

is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.*, it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.*, scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Twenty Dollars and Fifty-Two Center ($20.52) per day worked, until such date that the Contractor starts providing the minimum Coverage Services in Section 1.1 (b) and then Hospital will deduct Six Hundred Twenty Four Dollars and Twenty Five Cents ($624.25) per month by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

5. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for

contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

Attachment B

Non-Clinic Uninsured Patient Compensation Claim

DATE: _____

CLAIM TO: Natividad Medical Center or **FAX:** 831.755.4087
Post Office Box 80007
Salinas, CA 93912

Attention: Vince Carr/Billing Office

PAY TO:

CONTRACTOR:

- ❑ It has been ninety (90) days and no more than one hundred and eighty (180) days since the date of service(s).
- ❑ Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below.
- ❑ Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form.
- ❑ Contractor has verified that patient has not become eligible for a government sponsored program.
- ❑ Group Physician has completed documentation to support claim (dictation & authentication)
- ❑ 1500 Form(s) for each patient listed below is attached to this claim.

Questions about this claim should be directed to Contractor or Contractor's Billing Office:

NAME:	PHONE:	FAX:

Date of Service	Provider Name	Hospital Patient Account Number	CPT	Modifier	Medicare Rate for area 1E Rest of California 0111299
				Amount Due:	

NMC BILLING OFFICE:

Approved

- ❑ Verified patient has no payor source
- ❑ Verified dictation to support the claim
- ❑ Verified e-signature

Date: _____

→ Forward Claim to Physician Services

Denied

- ❑ Patient has payor source _____
- ❑ Missing dictation
- ❑ Missing e-signature

Date: _____

→ Return Claim to Contractor

Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective June 1, 2109 ("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 THAI LAN N. TRAN, M.D.("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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) 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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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 two (2) 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 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 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 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.

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:

THAI LAN N. TRAN, M.D. INC., a California corporation
1512 N. Ardmore Ave
Manhattan Beach, CA 90266

Attn: Thai Lan Toan
Phone: 720-201-5582
Fax: _____

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

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. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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.

THAI LAN N. TRAN, M.D.

By: _____

Print Name: Thai Lan N. Tran

Print Title: Trauma Surgeon

Date: 4/25/2019

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

By: _____

Print Name: Gary Gray

Print Title: CEO

Date: 6/29/19

Introduced: 2/9/2026

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. 2 to the non-standard agreement (A-14980) with Quality Assurance Services, Inc., for radiation physics and performance testing of radiology equipment services at NMC, extending the agreement for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full agreement term of January 1, 2021 through December 31, 2027, and adding $70,841 for a revised total agreement amount not to exceed $254,393.

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. 2 to the non-standard agreement (A-14980) with Quality Assurance Services, Inc., for radiation physics and performance testing of radiology equipment services at NMC, extending the agreement for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full agreement term of January 1, 2021 through December 31, 2027, and adding $70,841 for a revised total agreement amount not to exceed $254,393.

SUMMARY:

Quality Assurance Services, Inc. (QAS) is a company that provides board certified Medical Diagnostic Physicists that perform evaluations and testing of equipment found in the Radiology department. Natividad Medical Center's Radiology Department is required per Joint Commission and CDPH to have at least annually performance testing evaluations on radiographic, magnetic resonance imaging equipment (MRI), computed tomography (CT) equipment, ultrasound and nuclear medicine equipment by a qualified medical physicist who is board certified by the American Board of Radiology in the field of Medical Diagnostic Physics. The performance testing evaluation shall include the required elements identified by Joint Commission and American College of Radiology.

DISCUSSION:

Natividad Medical Center has two CT scanners, one MRI scanner, one Fluoroscopy, four x-ray machines, four x-ray portables, three radiographic fluoroscopic c-arms, one mini c-arm radiographic, one bone scanning machine, one nuclear medicine gamma camera, one Mammography x-ray unit, and

four ultrasound units requiring annual testing by the physicist. In addition, the nuclear medicine and ultrasound units are required to be tested twice a year.

Any new equipment, relocation of equipment, or major repairs of equipment need performance testing evaluations completed prior to using on patients. It is a requirement for us to meet regulatory standards, in order to continue services.

Natividad Medical Center Radiology does monitor QAS for contract deliverables on the following items.

- Certification of the Physicist
- Annual and Bi-Annual testing
- Completion of performance evaluation report and corrective actions included in the report
- Inclusion of Joint Commission Standards, and ACR standards that are required elements in the performance evaluation testing report.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on February 6, 2026.

FINANCING:

The cost for this renewal and amendment No. 2 is $70,841 of which $35,421 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:

To protect patients and staff and to ensure full compliance with state regulations and accreditation requirements, the hospital utilizes a qualified third-party medical physics company to perform state-regulated medical physics services. These specialized experts independently test and verify the safety, accuracy, and performance of medical imaging and radiation therapy equipment through required inspections, measurements, and quality assurance evaluations. This independent oversight ensures radiation is delivered only as intended, minimizes institutional risk, and supports the hospital's commitment to the highest standards of safety, quality, and trust in patient care.

Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X_ Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Eric Estrada, Director of Diagnostic Imaging, 772-7616
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Quality Assurance Services, Inc. Renewal and Amendment No. 2
Quality Assurance Services, Inc. Renewal and Amendment No. 1
Quality Assurance Services, Inc. Agreement

Attachments on file with the Clerk of the Board

Introduced: 2/9/2026
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. 2 to the non-standard agreement (A-14980) with Quality Assurance Services, Inc., for radiation physics and performance testing of radiology equipment services at NMC, extending the agreement for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full agreement term of January 1, 2021 through December 31, 2027, and adding $70,841 for a revised total agreement amount not to exceed $254,393.

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. 2 to the non-standard agreement (A-14980) with Quality Assurance Services, Inc., for radiation physics and performance testing of radiology equipment services at NMC, extending the agreement for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full agreement term of January 1, 2021 through December 31, 2027, and adding $70,841 for a revised total agreement amount not to exceed $254,393.

SUMMARY:

Quality Assurance Services, Inc. (QAS) is a company that provides board certified Medical Diagnostic Physicists that perform evaluations and testing of equipment found in the Radiology department. Natividad Medical Center's Radiology Department is required per Joint Commission and CDPH to have at least annually performance testing evaluations on radiographic, magnetic resonance imaging equipment (MRI), computed tomography (CT) equipment, ultrasound and nuclear medicine equipment by a qualified medical physicist who is board certified by the American Board of Radiology in the field of Medical Diagnostic Physics. The performance testing evaluation shall include the required elements identified by Joint Commission and American College of Radiology.

DISCUSSION:

Natividad Medical Center has two CT scanners, one MRI scanner, one Fluoroscopy, four x-ray machines, four x-ray portables, three radiographic fluoroscopic c-arms, one mini c-arm radiographic, one bone scanning machine, one nuclear medicine gamma camera, one Mammography x-ray unit, and four ultrasound units requiring annual testing by the physicist. In addition, the nuclear medicine and

ultrasound units are required to be tested twice a year.

Any new equipment, relocation of equipment, or major repairs of equipment need performance testing evaluations completed prior to using on patients. It is a requirement for us to meet regulatory standards, in order to continue services.

Natividad Medical Center Radiology does monitor QAS for contract deliverables on the following items.

- Certification of the Physicist
- Annual and Bi-Annual testing
- Completion of performance evaluation report and corrective actions included in the report
- Inclusion of Joint Commission Standards, and ACR standards that are required elements in the performance evaluation testing report.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this renewal and amendment No. 2 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 2 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on February 6, 2026.

FINANCING:

The cost for this renewal and amendment No. 2 is $70,841 of which $35,421 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:

To protect patients and staff and to ensure full compliance with state regulations and accreditation requirements, the hospital utilizes a qualified third-party medical physics company to perform state-regulated medical physics services. These specialized experts independently test and verify the safety, accuracy, and performance of medical imaging and radiation therapy equipment through required inspections, measurements, and quality assurance evaluations. This independent oversight ensures radiation is delivered only as intended, minimizes institutional risk, and supports the hospital's commitment to the highest standards of safety, quality, and trust in patient care.

Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X_ Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Eric Estrada, Director of Diagnostic Imaging, 772-7616
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Quality Assurance Services, Inc. Renewal and Amendment No. 2
Quality Assurance Services, Inc. Renewal and Amendment No. 1
Quality Assurance Services, Inc. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

Original Agreement No. (A-14980)

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
QUALITY ASSURANCE SERVICES, INC
FOR
RADIATION PHYSICS AND PERFORMANCE TESTING OF RADIOLOGY EQUIPMENT

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 Quality Assurance Services, Inc. (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 Quality Assurance Services, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on January 1, 2021 to provide radiation physics and performance testing of radiology equipment services to NMC with a two-year term and a total Agreement amount not to exceed $72,900; and

WHEREAS, the Agreement expired on December 31, 2022; and

WHEREAS, the Parties amended the Agreement on the same or similar terms, to extend the term for an additional three (3) year period (January 1, 2023 through December 31, 2025) for a revised full Agreement term of January 1, 2021 through December 31, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by $110,652 for a total Agreement amount of $183,552; and

WHEREAS, the Agreement expired on December 31, 2025; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2026 and to extend the term for an additional two (2) year period (January 1, 2026 through December 31, 2027) for a revised full Agreement term of January 1, 2021 through December 31, 2027 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 2" and to increase the amount payable by $70,841 for a total Agreement amount not to exceed $254,393.

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 Renewal and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **"TERM OF AGREEMENT"** Section shall be amended to the following:

   "The term of this Agreement is from January 1, 2021 through December 31, 2027 unless sooner terminated pursuant to the terms of this Agreement."

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

2. **"PAYMENTS BY NMC"** Section shall be amended to the following:

   "COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2 Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 2, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $254,393."

3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:

   "The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
   ~~***Exhibit A: Scope of Services/Payment Provisions***~~
   ~~***Exhibit A-1: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 1***~~
   Exhibit A-2 Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 2."

4. If there is any conflict or inconsistency between the provisions of Agreement, Renewal and Amendment No. 1, or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.

5. This Renewal and Amendment No. 2 is effective retroactively on January 1, 2026.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

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 MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 2/9/2026 | 8:42 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Andrew Valentine
25834C99491E449...
Monterey County Chief Deputy Auditor-Controller

Date: 2/9/2026 | 9:36 AM PST

CONTRACTOR

QUALITY ASSURANCE SERVICES, INC.

CONTRACTOR's Business Name
Signature instructions below

By: Shelley Becker
(Signature of Chair, President, or Vice-President)

_____
_ Name and Title

12/23/25

Date: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

By: Shelley L. Becker
Digitally signed by Shelley L. Becker
Date: 2025.12.23 07:24:47 -05'00'

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)

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

APPENDIX A
SCOPE OF WORK

A. Conduct annual physics testing of the equipment. Listed on Appendix A. QAS shall provide all test equipment and all phantoms required to conduct the annual physics and performance testing. All physics and performance shall meet the general requirements of 17 CCR, 21 CFD, JCAHO and the ACR, and provide informal reports.

1. For equipment that is ACR Accredited, QAS shall provide those ACR phantoms for the annual physics and performance to maintain ACR Accreditation; except that ACR-accredited facilities for MRI are required by the ACR have their own phantom to conduct weekly QC.

2. For equipment that is not ACR Accredited, QAS shall provide those phantoms necessary for the performance testing to meet State and/or TJC requirements.

B. QAS shall audit the Radiation Safety Program for the Nuclear Medicine group, consisting of, at a minimum, one (1) Annual on-site Audit which complies with the requirements of 10 CFR 20.1101 (c) and three (3) additional quarterly on-site reviews to include:

1. Review the Radioactive Materials License;
2. Review Radiation Safety Policies and Procedures;
3. Review required Radiation Safety Signs and Postings;
4. One (1) to two (2) hours of Annual Radiation Safety Refresher training, as appropriate, and as requested;
5. Calibrate up to five (5) radiation detection instruments, to be sent to our San Diego, CA facility, using NIST-traceable sources and provide appropriate calibration stickers and certificates;
6. Conduct the quarterly sealed source inventory;
7. Conduct the quarterly sealed source leak tests;
8. Conduct the quarterly dose calibrator linearity tests;
9. Conduct the annual dose calibrator accuracy test;
10. Attendance by a physicist at the Radiation Safety Committee meetings

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

C. QAS shall assist with the radioactive materials license renewal & amendments, and other regulatory requirements, as requested by the Directory of Imaging Services.

All equipment testing and other work shall be under the general supervision of a Qualified Medical Physicist who is Board Certified by the American Board of Radiology (ABR) in the field of Medical Diagnostic Physics.

Docusign Envelope ID: 6F27289E-3FB8-411B-B59F-E2BCA0BA65C8

Equipment Inventory and Service Requests	Example	Main Imaging Dept		Per Unit Pricing	Extended Pricing
Fixed or Portable Xray	3			$ 500.00	$1,500
Fluoro Room	0			$ -	$0
R&F Room	1			$ 900.00	$900
Cath / IR / Angio	1			$ 500.00	$500
Mobile C-arm / O-arm	5			$ 550.00	$2,750
CT	2			$ 1,550.00	$3,100
MRI	1			$ 1,700.00	$1,700
Reading Monitors, Non-mammo				$ -	$0
Mammography Unit	1			$ 1,695.00	$1,695
Mammo Reading Monitors	1			$ 550.00	$550
Stereotactic	0			$ -	$0
Dexa	1			$ 400.00	$400
Tissue Specimen / Cabinet Xray	0			$ -	$0
Written Exams	0			$ -	$0
Practical Exams	0			$ -	$0
Nuclear Medicine Quarterly Audits	4			$ 1,000.00	$4,000
Gamma Camera	1			$ 1,700.00	$1,700
PET Scanner	0			$ -	$0
Radiation Safety Officer	1			$ 12,000.00	$12,000
Fixed or Portable Dental Xray	0			$ -	$0
Panoramic Dental Unit	0			$ -	$0
Cone Beam CT Unit	0			$ -	$0
Ultrasound Unit	5			$ 525.00	$2,625
Annual Department Audit	1			$ 2,000.00	$2,000
Other	0			TBD	$0
				Total:	$35,420
				Monthly:	$2,951.67

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14980 ; Amendment No.: 1
Authorize the Chief Executive Officer for Natividad or his designee to execute renewal & amendment No. 1 to the agreement (A-14980) with Quality Assurance Services for radiation physics and performance testing of radiology equipment services, extending the agreement an additional three (3) year period (January 1, 2023 through December 31, 2025) for a revised full agreement term of January 1, 2021 through December 31 2026, and adding $110,652 for a revised total agreement amount not to exceed $183,552.

PASSED AND ADOPTED on this 18th day of April 2023, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 20, 2023
File ID: A 23-099
Agenda Item No.: 33

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 5A2AB953-C637-46FC-ADD2-0B8A6D1FEA62

Original Agreement No. (A-14980)

RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
QUALITY ASSURANCE SERVICES
FOR
RADIATION PHYSICS AND PERFORMANCE TESTING OF RADIOLOGY EQUIPMENT

This Renewal and Amendment No. 1 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 Quality Assurance Services, Inc. (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 Quality Assurance Services, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on October 20, 2020 to provide radiation physics and performance testing of radiology equipment services to NMC with a two year term and a total Agreement amount not to exceed $72,900; and

WHEREAS, the Agreement expired on December 31, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2023 and to extend the term for an additional three (3) year period (January 1, 2023 through December 31, 2025) for a revised full Agreement term of January 1, 2021 through December 31, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by $110,652 for a total Agreement amount of $183,552.

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 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from January 1, 2021 through December 31, 2025 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:
   "COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of $183,552."

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3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
   ~~***Exhibit A: Scope of Services/Payment Provisions***~~
   Exhibit A-1: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 1."

4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 1, the provisions of this Renewal and Amendment No. 1 shall govern.

5. This Renewal and Amendment is effective retroactively on January 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

DocuSign Envelope ID: 5A2AB953-C637-46FC-ADD2-0B8A6D1FEA62

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 1 as follows:

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4F1F837D204E481...
Charles R. Harris MD, CEO

Date: 5/2/2023 | 11:28 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0EGE1B99F444A9...
Monterey County Deputy County Counsel

Date: 3/20/2023 | 11:05 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E65787E454AE...
Monterey County Chief Deputy Auditor-Controller

Date: 3/20/2023 | 3:27 PM PDT

CONTRACTOR

QUALITY ASSURANCE SERVICES, INC.

CONTRACTOR's Business Name
Signature instructions below

By: Glenn Deacon
(Signature of Chair, President, or Vice-President)

Glenn Deacon, President
Name and Title

Date: 2/23/23

By: Susan Deacon
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Susan Deacon, Secretary
Name and Title

Date: 2/24/23

***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)

DocuSign Envelope ID: 5A2AB953-C637-46FC-ADD2-0B8A6D1FEA62

EXHIBIT A-1 as per Renewal & Amendment No. 1:
Scope of Services/Revised Payment Provisions

APPENDIX A
SCOPE OF WORK

A. Conduct annual physics testing of the equipment. Listed on Appendix A. QAS shall provide all test equipment and all phantoms required to conduct the annual physics and performance testing. All physics and performance shall meet the general requirements of 17 CCR, 21 CFD, JCAHO and the ACR, and provide informal reports.

   1. For equipment that is ACR Accredited, QAS shall provide those ACR phantoms for the annual physics and performance to maintain ACR Accreditation; except that ACR-accredited facilities for MRI are required by the ACR have their own phantom to conduct weekly QC.

   2. For equipment that is not ACR Accredited, QAS shall provide those phantoms necessary for the performance testing to meet State and/or TJC requirements.

B. QAS shall audit the Radiation Safety Program for the Nuclear Medicine group, consisting of, at a minimum, one (1) Annual on-site Audit which complies with the requirements of 10 CFR 20.1101 (c) and three (3) additional quarterly on-site reviews to include:

   1. Review the Radioactive Materials License;
   2. Review Radiation Safety Policies and Procedures;
   3. Review required Radiation Safety Signs and Postings;
   4. One (1) to two (2) hours of Annual Radiation Safety Refresher training, as appropriate, and as requested;
   5. Calibrate up to five (5) radiation detection instruments, to be sent to our San Diego, CA facility, using NIST-traceable sources and provide appropriate calibration stickers and certificates;
   6. Conduct the quarterly sealed source inventory;
   7. Conduct the quarterly sealed source leak tests;
   8. Conduct the quarterly dose calibrator linearity tests;
   9. Conduct the annual dose calibrator accuracy test;
   10. Attendance by a physicist at the Radiation Safety Committee meetings

DocuSign Envelope ID: 5A2AB953-C637-46FC-ADD2-0B8A6D1FEA62

C. QAS shall assist with the radioactive materials license renewal & amendments, and other regulatory requirements, as requested by the Directory of Imaging Services.

All equipment testing and other work shall be under the general supervision of a Qualified Medical Physicist who is Board Certified by the American Board of Radiology (ABR) in the field of Medical Diagnostic Physics.

Appendix B — Revised 12_22

ANNUAL IMAGING EQUIPMENT TESTING AND ACR-MANDATED EQUIPMENT PHYSICIST QC TESTING

	Rad	R&F	Cath or Cysto or IR	Portable	Carm	Mini Carm	Dexa	Digital Mammo	CT	Quarterly Nuc Med Audits & Meetings	Gamma Camera	MRI	U/S	RSO	Hourly Rate
															$295
Hospital	3	1	1	4	2	1	1	1	2	4	1	1	5	1	
Totals:	3	1	1	4	2	1	1	1	2	4	1	1	5	12	
Item:	$455	$800	$400	$425	$475	$425	$325	$1,660	$1,395	$1,000	$1,500	$1,595	$475	$1,000	
Extended:	$1,365	$800	$400	$1,700	$950	$425	$325	$1,660	$2,790	$4,000	$1,500	$1,595	$2,375	$12,000	

Quote: $36,884 per year — This includes $5,000 for unanticipated emergent work.

Invoice: $2,657 per month

DocuSign Envelope ID: 5A2AB953-C637-46FC-ADD2-0B8A6D1FEA62

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to approve Consent Calendar Item Numbers 16 through 38 excluding Item No. 22 that was trailed until the afternoon to go along with Item No. 13.

Agreement No.: A-14980
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Quality Assurance Services, Inc. for radiation physics and performance testing of radiology equipment services at NMC for an amount not to exceed $72,900 with an agreement term January 1, 2021 through December 31, 2022.
b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance, limitations on liability, and limitations on damages provisions within the agreement.

PASSED AND ADOPTED on this 6th day of October 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 6, 2020.

Dated: October 6, 2020
File ID: A 20-390
Agenda Item No.: 16

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

Joel G. Pablo, Deputy

Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Quality Assurance Services, Inc. hereinafter "CONTRACTOR (collectively, the 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:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC 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: Radiation Physics and Performance Testing Services of Radiology Equipment.

PAYMENTS BY NMC; NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of $72,900.

TERM OF AGREEMENT; the term of this Agreement is from January 1, 2021 through December 31, 2022 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC 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.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Appendix B

1. **PERFORMANCE STANDARDS:**

1.1. 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 NMC, or immediate family of an employee of NMC.

1.2. 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.

1.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2.2. 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 (NMC) and the CONTRACTOR.

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

3.1. During the term of this Agreement, NMC 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.

3.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (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.

5. **INSURANCE:**

5.1. 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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. 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 by NMC's Contracts/Purchasing Director.

5.3. 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:

5.4. 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.

8/17/20

(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)

5.5. Business Automobile Liability Insurance, covering ~~all~~ scheduled 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.

8/17/20

(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)

5.6. Workers' Compensation Insurance. If CONTRACTOR 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; subject to approval)

5.7. 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, 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 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)

6. **Other Insurance Requirements:**

6.1. All insurance required by this Agreement shall be with a company acceptable to NMC 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.

6.2. Each liability policy shall provide that NMC 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.

6.3. **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.**

6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing 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 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.

6.5. 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

7. **RECORDS AND CONFIDENTIALITY:**

7.1. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

7.3. 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.

7.4. Access to and Audit of Records: NMC 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 NMC or as part of any audit of NMC, 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.

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

9. 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.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC 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, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

11. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC 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: Quality Assurance Services, Inc. Attn: Glenn Deacon Address: 1500 Via Hacienda City, State, Zip: Chula Vista, CA 91913 FAX: 619-421-7670 Email: glenn.QAS@gmail.com

MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

13.4 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.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. NMC 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.

13.14 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.

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

13.16 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.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: Dr. Gary R. Gray
Gary R. Gray, DO, CEO

Date: 10/20/20

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 8/17/2020

APPROVED AS TO FISCAL PROVISIONS

By: gary k giboney
Monterey County Deputy Auditor/Controller

Date: 8-17-2020

CONTRACTOR

Quality Assruance Services, Inc.
Contractor's Business Name*** (see instructions)

Glenn Deacon
Signature of Chair, President, or Vice-President

Glenn Deacon, President
Name and Title

Date: 7/13/20

By: Susan Deacon
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Susan Deacon, Treasurer
Name and Title

Date: 7/13/20

***__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).

EXHIBIT A

APPENDIX A
SCOPE OF WORK

A. Conduct annual physics testing of the equipment. Listed on Appendix A. QAS shall provide all test equipment and all phantoms required to conduct the annual physics and performance testing. All physics and performance shall meet the general requirements of 17 CCR, 21 CFD, JCAHO and the ACR, and provide informal reports.

1. For equipment that is ACR Accredited, QAS shall provide those ACR phantoms for the annual physics and performance to maintain ACR Accreditation; except that ACR-accredited facilities for MRI are required by the ACR have their own phantom to conduct weekly QC.

2. For equipment that is not ACR Accredited, QAS shall provide those phantoms necessary for the performance testing to meet State and/or TJC requirements.

B. QAS shall audit the Radiation Safety Program for the Nuclear Medicine group, consisting of, at a minimum, one (1) Annual on-site Audit which complies with the requirements of 10 CFR 20.1101 (c) and three (3) additional quarterly on-site reviews to include:

1. Review the Radioactive Materials License;
2. Review Radiation Safety Policies and Procedures;
3. Review required Radiation Safety Signs and Postings;
4. One (1) to two (2) hours of Annual Radiation Safety Refresher training, as appropriate, and as requested;
5. Calibrate up to five (5) radiation detection instruments, to be sent to our San Diego, CA facility, using NIST-traceable sources and provide appropriate calibration stickers and certificates;
6. Conduct the quarterly sealed source inventory;
7. Conduct the quarterly sealed source leak tests;
8. Conduct the quarterly dose calibrator linearity tests;
9. Conduct the annual dose calibrator accuracy test;
10. Attendance by a physicist at the Radiation Safety Committee meetings

C. QAS shall assist with the radioactive materials license renewal & amendments, and other regulatory requirements, as requested by the Directory of Imaging Services.

All equipment testing and other work shall be under the general supervision of a Qualified Medical Physicist who is Board Certified by the American Board of Radiology (ABR) in the field of Medical Diagnostic Physics.

Appendix B — Revised 5_20

ANNUAL IMAGING EQUIPMENT TESTING AND ACR-MANDATED EQUIPMENT PHYSICIST QC TESTING

	Rad	R&F	Cath or Cysto or IR	Portable	Carm	Mini Carm	Dexa	Digital Mammo	CT	Quarterly Nuc Med Audits & Meetings	Gamma Camera	MRI	U/S	RSO	Hourly Rate
															$265
Hospital	3	1	1	4	2	1	1	1	2	4	2	2	5	1	
Totals:	3	1	1	4	2	1	1	1	2	4	2	2	5	12	
tem:	$300	$550	$350	$250	$350	$325	$200	$1,195	$1,195	$1,000	$1,500	$1,295	$450	$1,000	
Extended:	$900	$550	$350	$1,000	$700	$325	$200	$1,195	$2,390	$4,000	$3,000	$2,590	$2,250	$12,000	

Quote: $36,560 per year This includes a contingency fee of $5,000 for unanticipated emergent requirements

$2,020.33 per month

Introduced: 2/10/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-17371) with RGTACS Inc Professional Corporation, a California professional corporation dba RGTACS INC., to provide general and acute care surgical services, extending the term by 2 years (June 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2024 to June 30, 2028, but with no change to the Board approved not to exceed amount of $500,000; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

RECOMMENDATION:
It is reccomended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-17371) with RGTACS Inc Professional Corporation, a California professional corporation dba RGTACS INC., to provide general and acute care surgical services, extending the term by 2 years (June 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2024 to June 30, 2028, but with no change to the Board approved not to exceed amount of $500,000; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

SUMMARY:
NMC received its designation as the Level II Trauma Center for Monterey County in January 2015. The American College of Surgeons requires critical care surgeons to be available in-house with a 15-minute response time for Level II Trauma Centers. In order to provide 24/7 care, it is necessary to maintain a core team of quality surgeons made up of employed and independent contract physicians to provide daily call coverage in the Emergency Department and follow-up care to patients in the Intensive Care Unit.

DISCUSSION:

NMC would like to amend its agreement with RGTACS, Inc., for which Dr. Ginwalla, a board-certified fellowship trained trauma surgeon provides general and critical care surgical services as part of the comprehensive trauma services required for a Level II Trauma Center. Dr. Ginwalla will participate in the on-call panel and will be paid a daily rate for the coverage services, which may increase due to availability and the need for coverage, but the rate of pay for services remains the same. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by NMC's Finance Committee and Board of Trustees.

FINANCING:

There is no cost for this Amendment. The total not to exceed amount of this Agreement is $500,000. The actual cost is contingent upon Dr. Ginwalla's participation in the call panel which may fluctuate based on availability. NMC has agreements with multiple providers to ensure sufficient coverage of the trauma services where the total expenditure will not exceed $1,800,000 annually which is included in Fiscal Year 2025/2026 Adopted Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Second Amendment
First Amendment
Assignment & Assumption Agreement
Agreement

Introduced: 2/10/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a.Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-17371) with RGTACS Inc Professional Corporation, a California professional corporation dba RGTACS INC., to provide general and acute care surgical services, extending the term by 2 years (June 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2024 to June 30, 2028, but with no change to the Board approved not to exceed amount of $500,000; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

RECOMMENDATION:

It is reccomended that the Board of Supervisors:
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Second Amendment to the Professional and Call Coverage Services Agreement (A-17371) with RGTACS Inc Professional Corporation, a California professional corporation dba RGTACS INC., to provide general and acute care surgical services, extending the term by 2 years (June 1, 2026 to June 30, 2028) for a revised full agreement term of June 1, 2024 to June 30, 2028, but with no change to the Board approved not to exceed amount of $500,000; and
b.Authorize the CEO or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

SUMMARY:

NMC received its designation as the Level II Trauma Center for Monterey County in January 2015. The American College of Surgeons requires critical care surgeons to be available in-house with a 15-minute response time for Level II Trauma Centers. In order to provide 24/7 care, it is necessary to maintain a core team of quality surgeons made up of employed and independent contract physicians to provide daily call coverage in the Emergency Department and follow-up care to patients in the Intensive Care Unit.

DISCUSSION:

NMC would like to amend its agreement with RGTACS, Inc., for which Dr. Ginwalla, a board-certified fellowship trained trauma surgeon provides general and critical care surgical services as part of the comprehensive trauma services required for a Level II Trauma Center. Dr. Ginwalla will participate in the on-call panel and will be paid a daily rate for the coverage services, which may increase due to availability and the need for coverage, but the rate of pay for services remains the same. NMC has obtained an independent opinion of fair market value supporting the payment terms of this Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by NMC's Finance Committee and Board of Trustees.

FINANCING:

There is no cost for this Amendment. The total not to exceed amount of this Agreement is $500,000. The actual cost is contingent upon Dr. Ginwalla's participation in the call panel which may fluctuate based on availability. NMC has agreements with multiple providers to ensure sufficient coverage of the trauma services where the total expenditure will not exceed $1,800,000 annually which is included in Fiscal Year 2025/2026 Adopted Budget. The remaining balance will be budgeted in subsequent fiscal years. Funding will be provided from NMC's Enterprise Fund 451-9600-6608.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

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

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506
Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2551

Attachments:
Second Amendment
First Amendment
Assignment & Assumption Agreement
Agreement

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SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and **RGTACS INC, PROFESSIONAL CORPORATION d/b/a RGTACS, INC.**, a California professional corporation, (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2024, as assigned June 14, 2024 and amended June 17, 2025 (collectively the "**Agreement**") pursuant to which Contractor, provides Specialty Services.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1.** Section 5.1 to the Agreement is herby amended and restated to read in its entirety as follows:

> **"5.1 Term**. This Agreement shall become effective on June 1, 2024 (the **"Effective Date"**), and shall continue until June 30, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

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IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

RGTACS, INC, a California Professional Corporation

Signed by:
By: Rashna Ginwalla, MD Date: 2/8/2026 | 3:35 PM PST
3B04E9502C37435...
Its RFG

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta Date: 2/9/2026 | 8:15 AM PST
696D21D44C4341D...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrea Valentine Date: 2/9/2026 | 9:47 AM PST
25834C99A191E41...
Deputy Auditor/Controller

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

RASHNA FARHAD GINWALLA, M.D. ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of June 1, 2024, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and RASHNA FARHAD GINWALLA, M.D., an individual (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is board certified for the practice of medicine in the specialty of general and critical care surgery (collectively, the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

F. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Contractor shall be available to provide, twenty-four (24) hour shifts (**"Shifts"**) of on-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within fifteen (15) minutes of notification, upon the terms and conditions set forth in this Agreement (**"Trauma Coverage Services"**). Trauma Coverage Services shall include acute care surgery and critical care services as well as inpatient and outpatient procedures performed in Hospital's operating rooms.

(c) Contractor shall also be available on an on-call basis to serve as the back-up physician in the Specialty to provide Professional Services to Patients when the primary on-call Specialty physician is unavailable (**"Back-Up Call Coverage Services"**). For the purpose of this Agreement, Back-Up Call Coverage Services shall be twenty-four (24) hour Shifts.

(d) Contractor shall be available to provide Shifts of off-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within thirty (30) minutes of notification, upon the terms and conditions set forth in this Agreement (**"General Surgery Coverage Services"**). General Surgery Coverage Services shall include trauma back-up coverage services, follow-up and inpatient rounding on patients as necessary during the twenty (24) hour period. Trauma Coverage Services, Back-up Call Coverage Services and General Surgery Coverage Services are sometimes referred to collectively in this Agreement as **"Coverage Services"**.

(e) Contractor shall provide Coverage Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the trauma program director designated by Hospital (the **"Trauma Program Director"**). For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of Shifts of Coverage Services to be provided by Contractor.

(f) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

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(g) Contractor shall also be available to provide Professional Services in the Clinic (the **"Clinic Services"**).

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Additional Services, and Clinic Services are sometimes referred to collectively in this Agreement as the **"Services**."

1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. Contractor shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.7 Absences. If Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Contractor's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Contractor's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

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1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

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1.14 Continuing Medical Education. Contractor shall participate in continuing medical education (**"CME"**) as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, as required under the American College of Surgeons trauma center requirements and guidelines (**"ACS Requirements"**) or as otherwise required by the medical profession. Contractor must provide to Hospital documentation showing Contractor's completion of a minimum of sixteen (16) hours of CME per year, or forty-eight (48) hours over three (3) years of external trauma-related CME.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

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(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Coordination with Attending Physicians. Contractor shall promptly report the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

1.22 Medical Records and Claims.

(a) Contractor shall prepare, complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished by Contractor to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole

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property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.24 Response Times. Contractor shall respond in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with the requirements set forth in **Exhibit 1.24**, the Hospital Rules and ACS Requirements. Contractor shall respond within thirty (30) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

2.2 Billing and Collections. Contractor shall be solely responsible for billing and collecting for all Professional Services rendered to Patients pursuant to this Agreement (**"Physician Services"**). Contractor agrees that such collections shall be Contractor's sole compensation for Physician Services. All billing shall be in compliance with applicable laws, customary professional practice, the Medicare and Medicaid Programs and other third party payor programs, whether public or private.

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(a) **Billing Compliance.** Contractor shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third party payor programs, whether public or private, in connection with billing and coding for Physician Services provided pursuant to this Agreement. Contractor shall adopt and maintain billing and coding compliance policies and procedures to ensure Contractor's compliance with applicable Laws, including those of the Federal Health Care Programs. Hospital shall have reasonable access to Contractor's records in order to assure Contractor's compliance with this Agreement.

(b) **Patient Information.** Hospital shall take all necessary and reasonable steps to provide Contractor appropriate patient information to facilitate Contractor's billing for the Physician Services rendered pursuant to this Agreement.

(c) **Separate Billing.** Neither Contractor nor Hospital shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by the other Party. Contractor shall cooperate with Hospital in completing such claim forms for Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(d) **Debt Collection Practices.** Contractor shall comply, and shall ensure that any collection agency engaged by Contractor complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and Section 1788, et seq. of the California Civil Code (collectively, the **"Debt Collection Acts"**). Contractor shall not, and shall ensure that any collection agency engaged by Contractor does not, with respect to any Hospital patient who is not enrolled in any HMO, PPO, POS or other third party payor plan or program, or Medicare, Medicaid or any other government funded health care benefit plan or program: (i) use wage garnishments or liens on primary residences as a means of collecting unpaid bills for Physician Services rendered by Contractor pursuant to this Agreement, or (ii) report adverse information to a consumer credit reporting agency or commence civil action against any such patient for nonpayment at any time prior to one hundred fifty (150) days after initial billing for Physician Services rendered by Contractor pursuant to this Agreement.

(e) **Collection Agencies.** Hospital shall have the right to object to Contractor's use of any collection agency that engages in conduct that violates the Debt Collection Acts or Section 2.2(d) of this Agreement, or that results in the unreasonable annoyance or harassment of patients. Contractor shall either cure this problem or discharge the collection agency within thirty (30) days following written notice of objection by Hospital. If this problem occurs a second time, Contractor shall discharge the collection agency within thirty (30) days following written notice of objection by Hospital.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

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(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

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(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

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3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

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3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of

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communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on June 1, 2024 (the **"Effective Date"**), and shall continue until May 31, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

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(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

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(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) upon Hospital's request, Contractor shall immediately vacate the premises, removing any and all of Contractor's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that Contractor has not so removed.

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(c) Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor's control.

(d) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(e) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

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6.4 Compliance with Laws and Accreditation. Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**), Title 22, Division 9, Chapter 7 of the California Code of Regulations (Trauma Care Systems), the County of Monterey Emergency Medical Services Trauma Care System Plan and Protocols and Policies and any applicable guidelines issued by the American College of Surgeons Committee on Trauma and/or the U.S. Department of Health and Human Services, each as amended from time to time (collectively, the **"Laws"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

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6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

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(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

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(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

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(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

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6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Gary Gray, D.O., Chief Medical Officer

If to Contractor, addressed to:

Rashna Farhad Ginwalla, M.D.
26741 Portola Pkwy, Suite 1E-921
Foothill Ranch, CA 92610

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6.21 Participation in Federal Health Care Programs. Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

RASHNA FARHAD GINWALLA, M.D., an individual

DocuSigned by:
Rashna Farhad Ginwalla
B3F740B56EDE48E...

Date: 5/17/2024 | 2:01 PM PDT, 20__

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Deputy Purchasing Agent

Date: 5/17/2024 | 3:06 PM PDT, 20__

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
696D21D44C4341D...

Stacy Saetta, Deputy County Counsel

Date: 5/17/2024 | 2:59 PM PDT, 20__

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Deputy Auditor/Controller

Date: 5/17/2024 | 3:05 PM PDT, 20__

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

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Attachment A

ADDITIONAL OBLIGATIONS

Contractor shall participate in performance improvement activities associated with the American College of Surgeons National Surgical Quality Improvement Program (ACS NSQIP).

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Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

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Exhibit 1.13

Natividad
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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

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Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

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3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

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10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved:** **MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name Rashna Farhad Ginwalla

Signature: DocuSigned by: Rashna Farhad Ginwalla B3F740B56EDE48E... Date: 5/17/2024 | 2:01 PM PDT

Exhibit 1.13-1

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Exhibit 1.22

RESPONSE TIME REQUIREMENTS

Contractor shall meet the following requirements when providing Coverage Services in the Specialty under this Agreement:

1. Contractor shall be in the emergency department on patient arrival, with adequate notification from the field;

2. Contractor shall adhere to the Level II trauma center requirements regarding response times. The maximum acceptable response time is fifteen (15) minutes for Level II Trauma Centers. **"Response time"** means the Contractor is physically present in the trauma resuscitation room as documented by the trauma scribe on the trauma run sheet;

3. Contractor's presence in the trauma resuscitation room must be in compliance at least eighty percent (80%) of the time. Demonstration of the Contractor's prompt arrival for patients with appropriate activation criteria will be monitored by the Hospital's trauma Performance Improvement and Patient Safety (PIPS) program as documented by the trauma scribe on the trauma run document; and

4. Contractor shall identify himself or herself as present to the trauma scribe. It is the Contractor's sole responsibility to ensure his or her presence in the trauma room is documented by the trauma scribe on the trauma run sheet. If Contractor's presence is not documented, Contractor will be considered not to be present. Failure to meet these time restrictions may lead to immediate removal from the call panel by the Trauma Program Director.

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Exhibit 2.1

COMPENSATION

1. Coverage Services Compensation.

(a) Hospital shall pay to Contractor an amount equal to Four Thousand Five Hundred Sixty Dollars ($4,560) per Shift of Trauma Coverage Services.

(b) Hospital shall pay to Contractor an amount equal to Two Thousand Dollars ($2,000) per Shift of General Surgery Coverage Services provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

(c) If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars ($500) per Shift (**"Back-up Call Coverage Services Compensation"**), plus One Hundred Ninety Dollars ($190) per each hour that Contractor is required to be physically present at Hospital, not to exceed Four Thousand Five Hundred Sixty Dollars ($4,560) per day in the aggregate.

2. Clinic Services. In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

3. Non-Clinic Uninsured Patient Services.

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Contractor (the **"Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Non-Clinic Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

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(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

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(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.,* it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.,* scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

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(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. Professional Liability Reimbursement. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Twenty-Eight Dollars and Eleven Cents ($28.11) per Shift worked to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor, not to exceed Eight Hundred Fifty-Four Dollars and Ninety-One Cents ($854.91) per month. This amount reflects the then-current rate, rates are subject to change.

5. Timing. Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Attachment B

Non-Clinic Uninsured Patient Compensation Claim

DATE: _____

CLAIM TO: Natividad Medical Center or **FAX:** 831.755.4087
Post Office Box 80007
Salinas, CA 93912

Attention: Vince Carr/Billing Office

PAY TO: _____

CONTRACTOR:

- ❑ It has been ninety (90) days and no more than one hundred and eighty (180) days since the date of service(s).
- ❑ Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below.
- ❑ Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form.
- ❑ Contractor has verified that patient has not become eligible for a government sponsored program.
- ❑ Group Physician has completed documentation to support claim (dictation & authentication)
- ❑ 1500 Form(s) for each patient listed below is attached to this claim.

Questions about this claim should be directed to Contractor or Contractor's Billing Office:

NAME:	PHONE:	FAX:

Date of Service	Provider Name	Hospital Patient Account Number	CPT	Modifier	Medicare Rate for area JE Rest of California 0111299
				Amount Due:	

NMC BILLING OFFICE:

Approved

- ❑ Verified patient has no payor source
- ❑ Verified dictation to support the claim
- ❑ Verified e-signature

Date: _____

→ Forward Claim to Physician Services

Denied

- ❑ Patient has payor source _____
- ❑ Missing dictation
- ❑ Missing e-signature

Date: _____

→ Return Claim to Contractor

→ Forward Claim to Physician Services → Return Claim to Contractor

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective June 1, 2024 ("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 RASHNA FARHAD GINWALLA, M.D. ("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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

RASHNA FARHAD GINWALLA, M.D.

26741 Portola Pkwy, Suite 1E-921
Foothill Ranch, CA 92610

Phone:_____

Fax:_____

If to Covered Entity, to:

Natividad Medical Center

1441 Constitution Boulevard

Salinas, CA 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

RASHNA FARHAD GINWALLA, M.D.

By: DocuSigned by: Rashna Farhad Ginwalla B3F740B56EDE48E...

Print Name: Rashna Farhad Ginwalla

Print Title: MD

Date: 5/17/2024 | 2:01 PM PDT

COUNTY OF MONTEREY, ON BEHALF OF *NATIVIDAD MEDICAL CENTER*

By: DocuSigned by: Charles R. Harris 4E1F837D204E481...

Print Name: Charles R. Harris

Print Title: CEO

Date: 5/17/2024 | 3:06 PM 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 Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17371
a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement with RGTACS INC PROFESSIONAL CORPORATION, a California professional corporation dba RGTACS INC., to provide acute care surgical services, adding $300,000 for a total not to exceed amount of $500,000, but with no change to the original term of the agreement June 1, 2024 to June 30, 2026; and
b.Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% ($20,000) of the original contract amount and do not increase the total contract amount above $520,000.

PASSED AND ADOPTED on this 3rd day of June 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 3, 2025.

Dated: June 17, 2025
File ID: A 25-177
Agenda Item No.: 22

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 44DBC827-C6A8-46A4-B169-A0EF85EC7020

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and RGTACS INC PROFESSIONAL CORPORATION, a California professional corporation dba RGTACS INC (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated effective as of June 1, 2024, and as assigned effective June 14, 2024 (collectively, the **"Agreement"**), pursuant to which RGTACS, Inc., provides Specialty Services to Hospital Patients.

C. Hospital and Contractor desire to amend the Agreement to add Three Hundred Thousand Dollars ($300,000) to the aggregate amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1** . Section2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation**. Hospital shall pay Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Five Hundred Thousand Dollars ($500,000).**"**

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

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5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 44DBC827-C6A8-46A4-B169-A0EF85EC7020

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

RGTACS INC PROFESSIONAL CORPORATION, a California professional corporation dba **RGTACS INC**

Signed by:
By: Rashna Ginwalla, MD
9F00C425E9464A7...
Its MD Date: 5/1/2025 | 11:50 AM PDT

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Deputy Purchasing Agent Date: 6/17/2025 | 12:28 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C434FD...
Stacy Saetta, Deputy County Counsel Date: 5/14/2025 | 4:27 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
457E657875454AE...
Deputy Auditor/Controller Date: 5/15/2025 | 8:40 AM PDT

DocuSign Envelope ID: E399287E-2336-4395-ADB0-DF57BBA7AC48

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this **"Assignment)**, by and among RASHNA FARHAD GINWALLA, M.D., an individual (**"Assignor"**), and RGTACS INC A PROFESSIONAL S CORPORATION d/b/a RGTACS, INC., a California professional corporation (**"Assignee"**) is effective on the date signed by all Parties **"**) the **"Assignment Effective Date"**).

RECITALS

A. COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Assignor entered into that certain Professional and Call Coverage Services Agreement dated effective as of June 1, 2024 (the **"Agreement"**).

B. Assignor now wishes to assign to Assignee all of its right, 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 the Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of the 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. The services stipulated in the Agreement shall now be performed by Assignee and no changes to the services provided under the Agreement are made with this Assignment.

3. Hold Harmless. Assignee has provided Hospital with tax information and all insurance documents meeting the obligations stipulated in the Agreement. Both Assignee and Hospital agree that Hospital can make any and all currently owed and future payments to Assignee and both Assignor and Assignee shall hold the Hospital harmless and will indemnify Hospital for making such payments.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. 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.

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6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iii) Governing Law. This Assignment shall be construed under the laws of the State of California.

(iv) 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.

(v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

DocuSign Envelope ID: E399287E-2336-4395-ADB0-DF57BBA7AC48

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below.

ASSIGNOR: RASHNA FARHAD GINWALLA, M.D., an individual

DocuSigned by:
B3F340B56EDE48E...

Date: 6/13/2024 | 8:08 PM PDT

ASSIGNEE: RGTACS INC A PROFESSIONAL S CORPORATION d/b/a RGTACS, INC., a California professional corporation

DocuSigned by:
Rashna Farhad Ginwalla
B3F340B56EDE48E...

By: Rashna Farhad Ginwalla

Its MD

Date: 6/13/2024 | 8:08 PM PDT

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER, hereby consents to the foregoing assignment and assumption.

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Deputy Purchasing Agent

Date: 6/14/2024 | 5:41 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
4E1F837D204E481...

Stacy Saetta, Deputy County Counsel

Date: 6/13/2024 | 8:14 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
579E564A5743446...

Deputy Auditor/Controller

Date: 6/14/2024 | 7:35 AM PDT

County of Monterey

Board Report

Legistar File Number: RES 26-029

Item No.41

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

March 10, 2026

Introduced: 2/17/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Obstetrics (OB) Fellow with the salary range as indicated in Attachment B, effective March 7, 2026; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit FL in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Obstetrics (OB) Fellow with the salary range as indicated in Attachment B, effective March 7, 2026; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit FL in the Advantage Human Resources Management (HRM) system.

SUMMARY:
Natividad Medical Center (NMC) is seeking to work with the Human Resources Department to establish a bargaining unit and create a new classification for unrepresented Obstetrics (OB) Fellows.

DISCUSSION:
As part of the foundational contract negotiations with the Union of American Physicians and Dentists (UAPD), parties agreed that OB Fellows would not be covered under the negotiated Memoranda of Understanding (MOU) provisions. Therefore, County staff have identified a need to establish a new employee/bargaining unit, identified as Unit FL, to which OB Fellows could be moved as indicated in Attachment A. The creation of the new unit is in line with the County of Monterey's Employer-Employee Relations Resolution (EERR).

Separately, NMC completed a classification and compensation study of the OB Fellows. The reason cited for the request was to "establish classifications for OB Fellows with a flat rate salary." Upon completion of the study, NMC recommends the creation of the new classification OB Fellow with the flat salary as indicated in Attachment B.

As such, NMC is requesting that the County Personnel Policies and Practices Resolution (PPPR) No. 98-394 be amended to create and add Unit UX to PPPR Section VI Employee/Bargaining Units. In addition, it is recommended that the Board of Supervisors consider approving the creation of the new classification of OB Fellow with the flat salary proposed and include this classification in the newly established Unit FL.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2025-26 budget for Natividad Medical Center. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

____ Diverse and Thriving Economy
_X_ Dynamic Organization and Employer of Choice

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553
Approved by: Andreas Pyper, Director of Human Resources, (831) 755-5043

Attachments:
Attachment A
Attachment B
Resolution

County of Monterey

Board Report

Legistar File Number: RES 26-029

Item No.40

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

March 10, 2026

Introduced: 2/17/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Obstetrics (OB) Fellow with the salary range as indicated in Attachment B, effective March 7, 2026; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit FL in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classification of Obstetrics (OB) Fellow with the salary range as indicated in Attachment B, effective March 7, 2026; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit FL in the Advantage Human Resources Management (HRM) system.

SUMMARY:
Natividad Medical Center (NMC) is seeking to work with the Human Resources Department to establish a bargaining unit and create a new classification for unrepresented Obstetrics (OB) Fellows.

DISCUSSION:
As part of the foundational contract negotiations with the Union of American Physicians and Dentists (UAPD), parties agreed that OB Fellows would not be covered under the negotiated Memoranda of Understanding (MOU) provisions. Therefore, County staff have identified a need to establish a new employee/bargaining unit, identified as Unit FL, to which OB Fellows could be moved as indicated in Attachment A. The creation of the new unit is in line with the County of Monterey's Employer-Employee Relations Resolution (EERR).

Separately, NMC completed a classification and compensation study of the OB Fellows. The reason cited for the request was to "establish classifications for OB Fellows with a flat rate salary." Upon completion of the study, NMC recommends the creation of the new classification OB Fellow with the flat salary as indicated in Attachment B.

As such, NMC is requesting that the County Personnel Policies and Practices Resolution (PPPR) No. 98-394 be amended to create and add Unit UX to PPPR Section VI Employee/Bargaining Units. In addition, it is recommended that the Board of Supervisors consider approving the creation of the new classification of OB Fellow with the flat salary proposed and include this classification in the newly established Unit FL.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2025-26 budget for Natividad Medical Center. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

____ Diverse and Thriving Economy
_X_ Dynamic Organization and Employer of Choice

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553
Approved by: Andreas Pyper, Director of Human Resources, (831) 755-5043

Attachments:
Attachment A
Attachment B
Resolution

VI. EMPLOYEE / BARGAINING UNITS

Unit A

General Safety representation unit as designated by the Board and the Administrative Officer.

Unit AOS

Operations General Safety representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit B

Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit B-OSS

Operations Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit C

Safety Management representation unit as designated by the Board and the Administrative Officer.

Unit D

Public Defender's representation unit as designated by the Board and the Administrative Officer.

Unit E

Prosecutor's representation unit as designated by the Board and the Administrative Officer.

Unit F

General Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit FL

Unrepresented OB Fellows unit as designated by the Board and the Administrative Officer.

Added MM/DD/YY; 26-xxx

Unit G

County Counsel's representation unit as designated by the Board and the Administrative Officer.

Added 1/23/07; 07-001

Unit H

Health Care Employees representation unit as designated by the Board and the Administrative Officer.

Unit J

General Employees representation unit as designated by the Board and the Administrative Officer.

Unit K

Social Services Employees representation unit as designated by the Board and the Administrative Officer.

Unit L

Probation Managers representation unit as designated by the Board and the Administrative Officer.

Unit M

Probation / Juvenile Institution Officers representation unit as designated by the Board and the Administrative Officer.

Unit N

Probation / Juvenile Institution Supervisors representation unit as designated by the Board and the Administrative Officer.

Unit O

Members of the Board of Supervisors.

Unit P

Unrepresented Board of Supervisors Executive Assistants as designated by the Board and the Administrative Officer.

Amended 8/28/18; 18-287

Unit Q

Park Rangers representation unit as designated by the Board and the Administrative Officer.

Unit R

Resident Physicians representation unit as designated by the Board and the Administrative Officer.

Unit S

Registered Nurses representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit SPD

Staff Nurse II Per Diem and Nurse Practitioner III – Per Diem representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit T

Temporary or Grant Employee representation unit as designated by the Board and Administrative Officer.

Unit U

Contract Physicians representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit UX

Unrepresented Medical Service Line Director unit as designated by the Board and the Administrative Officer.

Added 1/6/26; 26-003

Unit V

Park Rangers Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit X

Management representation unit as designated by the Board and the Administrative Officer.

Unit XL

Management representation unit – limited term as designated by the Board and the Administrative Officer and Loan Assigned Employees.

Added 9/17/05; 05-013

Unit Y

Executive Management representation unit as designated by the Board and the Administrative Officer.

Unit Z

Unrepresented Confidential unit as designated by the Board and the Administrative Officer.

Amended 6/8/04; 04-002
Added Units Q & V, deleted Units S & W, changed title: 6/8/04; 04-___
Added Unit L & XL: 9/17/05; 05-013

Unit ZX

Unrepresented Confidential Management unit as designated by the Board and the Administrative Officer.

Added 8/4/22; 22-279

ATTACHMENT B

Create classification of OB Fellow with the flat salary rate as indicated below effective March 7, 2026:

Classification Title: OB Fellow												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$40.866	$40.866	$40.866	$40.866	$40.866	$40.866	$40.866						
$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	54B94	9	P	9043	FL	Exempt
$7,083	$7,083	$7,083	$7,083	$7,083	$7,083	$7,083						

*provided for information purposes only

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

Resolution No.:	PPPR Control No. 26-006)
	HRM Control No. 26-007)
Adopt a Resolution to:	)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV	)
Employee/Bargaining Units to establish Unit FL for unrepresented Obstetrics (OB) Fellows	)
as indicated in Attachment A;	)
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A	)
and B to create the classification of Obstetrics (OB) Fellow with the salary range as	)
indicated in Attachment B, effective March 10, 2026; and	)
c. Authorize and direct the County Human Resources Department and the Auditor	)
Controller's Office to take the necessary actions to create Unit FL in the Advantage Human	)
Resources Management (HRM) system.	)

WHEREAS, during contract negotiations with the Union of American Physicians and Dentist (UAPD), parties agreed that Obstetrics (OB) Fellows would not be covered under the negotiated Memorandum of Understanding (MOU) provisions; and

WHEREAS, the County identified a need to establish an unrepresented unit for OB Fellows; and

WHEREAS, Natividad Medical Center completed a classification and compensation study of the OB Fellows and the study determined a need to create a classification of OB Fellow with a flat salary rate; and

WHEREAS, to implement the recommendation, the action requires the Personnel Policies and Practices Resolution No. 98-394 to be amended;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section VI Employee/Bargaining Units is amended as indicated below:

   VI. Employee/Bargaining Units

   Unit FL
   Unrepresented OB Fellow unit as designated by the Board and the Administrative Officer.

2. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to create the classification of OB Fellow with the flat salary rate as indicated below, effective March 7, 2026:

Classification Title: OB Fellow												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$40.866	$40.866	$40.866	$40.866	$40.866	$40.866	$40.866						
$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	$3,269.26	54B94	9	P	9043	FL	Exempt
$7,083	$7,083	$7,083	$7,083	$7,083	$7,083	$7,083						

*provided for information purposes only

3. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED on this _____day of _____, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 1/28/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 with San Jose Boiler Works, Inc., for the provision of maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities, adding $80,026 for a new total Agreement amount of $155,026 and extending the term three years for a new term of August 1, 2022 through July 31, 2028;
b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% ($7,500) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $162,526; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 with San Jose Boiler Works, Inc., for the provision of maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities, adding $80,026 for a new total Agreement amount of $155,026 and extending the term three years for a new term of August 1, 2022 through July 31, 2028;
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c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

The Health Department is requesting approval of Amendment No. 1 with San Jose Boiler works for the repair and maintenance of boilers at all Health Department locations. Boilers are a specialized piece of equipment integral to a building's heating and ventilation systems. Boiler maintenance requires

specialty knowledge provided by a contractor.

DISCUSSION:
The Health Department manages the maintenance of heating and ventilation system which includes boilers in their buildings. Boilers provide a heat source to maintain an appropriately comfortable work environment for County customers and employees.

Boilers are specialized piece of equipment that require specialized expertise to keep them operating safely and efficiently in accordance with state and federal guidelines.

The Health Department has maintained an agreement with San Jose Boiler Company since August 1, 2022, reached the end of its term, and would like to extend the term to maintain these essential services.

This Renewal and Amendment No. 1 is being presented to the Board later than anticipated due to the contactor needing additional time to provide an updated price list. The delayed response brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 1.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this action. There are sufficient appropriations in the Health Departments Fiscal Year (FY) 2025-26 Adopted Budget 001-4000-8438-HEA014 to accommodate the current FY's costs. For the FYs out, provisions will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement supports Strategic Plan Goal 1: Well-Being and Quality of Life and Goal 3: Safe and Resilient Communities by ensuring the continued safe and efficient operation of heating and ventilation systems that maintain a healthy indoor environment for County staff and clients. Extending the agreement helps meet key objectives related to maintaining safe public facilities and ensuring uninterrupted delivery of essential County services.

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

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

Prepared by: Chris Le Venton, Facilities Operations Manager, 755-4513
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Agreement

Introduced: 1/28/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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The Health Department manages the maintenance of heating and ventilation system which includes boilers in their buildings. Boilers provide a heat source to maintain an appropriately comfortable work environment for County customers and employees.

Boilers are specialized piece of equipment that require specialized expertise to keep them operating safely and efficiently in accordance with state and federal guidelines.

The Health Department has maintained an agreement with San Jose Boiler Company since August 1, 2022, reached the end of its term, and would like to extend the term to maintain these essential services.

This Renewal and Amendment No. 1 is being presented to the Board later than anticipated due to the contactor needing additional time to provide an updated price list. The delayed response brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 1.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:
There will be no impact to the General Fund from approval of this action. There are sufficient appropriations in the Health Departments Fiscal Year (FY) 2025-26 Adopted Budget 001-4000-8438-HEA014 to accommodate the current FY's costs. For the FYs out, provisions will be made in the Requested Budget for the appropriate year.

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This agreement supports Strategic Plan Goal 1: Well-Being and Quality of Life and Goal 3: Safe and Resilient Communities by ensuring the continued safe and efficient operation of heating and ventilation systems that maintain a healthy indoor environment for County staff and clients. Extending the agreement helps meet key objectives related to maintaining safe public facilities and ensuring uninterrupted delivery of essential County services.

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

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

Prepared by: Chris Le Venton, Facilities Operations Manager, 755-4513
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:

Board Report
Amendment No. 1
Agreement

Docusign Envelope ID: D3319D75-552F-412D-9F0A-60BC63AE965E

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND SAN JOSE BOILER WORKS, INC.

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and San Jose Boiler Works, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on August 1, 2022, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of $75,000 for the term August 1, 2022, through July 31, 2025, for the provision of annual scheduled and as-requested inspection and cleansing, assessments, immediate repairs, and service, and on-call/emergency services of boilers at all Health Department facilities; and

WHEREAS, the AGREEMENT expired by its terms on July 31, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to August 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $80,026.04 for a new total AGREEMENT amount of $155,026.04, replace Exhibit A, and extend the term an additional three (3) years for a new term of August 1, 2022, through July 31, 2028.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $75,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $155,026.04".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from August 1, 2022 to July 31, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from August 1, 2022 to July 31, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-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 forces and effect as set forth in the AGREEMENT.

Docusign Envelope ID: D3319D75-552F-412D-9F0A-60BC63AE965E

5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by County on August 1, 2022.

6. This Amendment No. 1 is effective upon execution.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	**San Jose Boiler Works, Inc.** Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Signed by: Steve Ocamp 2C75178143294A1... (Signature of Chair, President, or Vice-President) *
Date: _____	Steve Ocamp President Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 10/13/2025 | 12:45 PM PDT

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444AC... Stacy Saetta County Counsel Chief Deputy County Counsel

Date: 1/16/2026 | 4:59 PM PST

By: Signed by: April Wong 65CF5ED11A4E450...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

April Wong Office Manager

Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Patricia Ruiz Auditor Controller Analyst I

Date: 1/20/2026 | 7:48 AM PST

Auditor/Controller

Date: 10/10/2025 | 3:21 PM PDT

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: D3319D75-552F-412D-9F0A-60BC63AE965E

EXHIBIT A-1

To Agreement by and between
County of Monterey Health Department hereinafter referred to as "COUNTY"
AND
San Jose Boiler Works, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities:

- CONTRACTOR shall remove access covers from boiler.
- CONTRACTOR shall check all internal hi-temp firebox materials for cracks or excessive wear, to include check and clean minor soot from firebox.
- CONTRACTOR shall check and clean air inlet filters and combustion air fans and screens.
- CONTRACTOR shall check and adjust makeup water feeder.
- CONTRACTOR shall check and adjust low water cut-off.
- CONTRACTOR shall close the boiler, test, and calibrate operating controls and safety.
- CONTRACTOR shall check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer.
- CONTRACTOR shall replace all necessary fireside gaskets, door gaskets, fiberglass rope and fasteners.
- CONTRACTOR shall open all handhold and manhole inspection plates.
- CONTRACTOR shall inspect and flush out the waterside of the boiler (report any abnormalities prior to closing the boiler).
- CONTRACTOR shall replace all waterside handhole and manhole gaskets.
- CONTRACTOR shall open the front and back headers and brush all broiler tubes.
- CONTRACTOR shall wash coat all refractory with high Temperature Mortar (if hard cast refractory exists). (Report any abnormalities prior to closing the boiler).

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- CONTRACTOR shall open all float operated water level safety and pump controls: Inspect, flush, test & replace any gasket(s) where necessary.
- Power Burners: CONTRACTOR shall inspect and do a visual check of burner and all surrounding components, to include burner blast tube, diffuser and/or combustion head.
- Power Burners: CONTRACTOR shall perform combustion analysis and tune up. (Provide a printout of the final settings to County).
- Power Burners: CONTRACTOR shall check and clean the burners and burner orifices.
- CONTRACTOR shall test all fuel valve and air louver linkage assemblies to assure free moment lubricate linkage.
- Atmospherically Fired Burners: CONTRACTOR shall remove and clean all burners, brass gas orifices and reinstall (Atmospheric Models).
- CONTRACTOR shall reassemble the boiler and test all controls.
- CONTRACTOR shall open cabinet and inspect and clean inside and outside of heat exchanger.
- CONTRACTOR shall inspect and clean all ignition components.
- CONTRACTOR shall oil pumps as per manufacturers recommendations.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- CONTRACTOR to provide written report indicating the condition of the boiler and any recommendations.
- CONTRATOR to provide printout of final combustion analysis and tune up of final settings.
- CONTRACTOR to provide quotation for repairs if any problems that need attention are found. Prices are good for 60 days from the date of the quotation.

All written reports required under this Agreement must be delivered to *Chris Le Venton, Operations Manager* or designee, in accordance with the schedule above.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$155,026.04** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

2025-2028 Annual inspection and cleaning on Laars boiler Pennant

Item	Quantity	Unit Price	Total
Annual inspection material	1	$411.90	$411.90
Vehicle Overhead & Expense Charge	1	$74.00	$74.00
Standard Labor Rate			$3,760.00
		Sub-Total	$4,245.90
		Tax	$38.10
		Grand Total	**$4,284.00**

2025-2028 Annual inspection and cleaning on 2 boiler units @ 331 N. Sanborn Rd.

Item	Quantity	Unit Price	Total
Annual inspection material (100308747 – PM Service & Repair Kit, Knight, KHB/WHB)	1	$768.00	$768.00
Vehicle Overhead & Expense Charge	1	$74.00	$74.00
Combustion Analyzer Fee	1	$100.05	$100.05
Standard Labor Rate	8	$230.00	$1,840
		Sub-Total	$2,782.05
		Tax	$80.29
		Grand Total	$2,862.34

Contingencies (Any repairs, maintenance, etc. on any unit.)	$50,000.00

***Annual inspection and cleaning pricing are subject to change based on the make and model of each specific boiler. Material unit prices vary depending on the manufacturer's boiler parts and equipment costs.**

Work to be performed during normal working hours:

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- Monday through Friday – 7:30am – 4:00pm (unless otherwise agreed)

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

There shall be no travel reimbursement allowed during this Agreement.

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.

Prevailing labor fees on service:
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.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices **shall** be emailed directly to: HDADMINFinance@countyofmonterey.gov
Cc: deleisseguese@countyofmonterey.gov

Invoices should be mailed to:
Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

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.

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County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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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:

San Jose Boiler Works, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Annual scheduled inspection and cleaning, assessments, immediate repairs & service, and on-call/emergency services of boilers all Health Department Facilities.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 75,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 1, 2022 **to** July 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Chris Le Venton, Operations Manager	April Wong, Office Manager
Name and Title	Name and Title
1270 Natividad Rd., Salinas, Ca. 93906	1585 Schallenberger Rd., San Jose, Ca. 95131
Address	Address
831-755-4513	408-295-5235
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/1/2022 | 2:06 PM PDT Contracts Purchasing Officer

By: DocuSigned by: Elsa Jimenez
C7A3DBA59CA8423...
Department Head (if applicable)

Date: 8/1/2022 | 2:52 PM PDT Director of Health

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...
County Counsel

Date: 8/1/2022 | 11:52 AM PDT Deputy County Counsel.

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 8/1/2022 | 12:03 PM PDT Deputy Auditor Controller

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

San Jose Boiler Works, Inc.
Contractor/Business Name *

By: _____
(Signature of Chair, President, or Vice-President)

Steve Ocampo, President
Name and Title

Date: 07.27.22

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ryan Connolly, CEO
Name and Title

Date: 07.27.22

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A

To Agreement by and between
Monterey County Health Department hereinafter referred to as "County"
AND
San Jose Boiler Works, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities:

- CONTRACTOR shall remove access covers from boiler.
- CONTRACTOR shall check all internal hi-temp firebox materials for cracks or excessive wear, to include check and clean minor soot from firebox.
- CONTRACTOR shall check and clean air inlet filters and combustion air fans and screens.
- CONTRACTOR shall check and adjust makeup water feeder.
- CONTRACTOR shall check and adjust low water cut-off.
- CONTRACTOR shall close the boiler, test, and calibrate operating controls and safety.
- CONTRACTOR shall check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer.
- CONTRACTOR shall replace all necessary fireside gaskets, door gaskets, fiberglass rope and fasteners.
- CONTRACTOR shall open all handhold and manhole inspection plates.
- CONTRACTOR shall inspect and flush out the waterside of the boiler (report any abnormalities prior to closing the boiler).
- CONTRACTOR shall replace all waterside handhole and manhole gaskets.
- CONTRACTOR shall open the front and back headers and brush all broiler tubes.
- CONTRACTOR shall wash coat all refractory with high Temperature Mortar (if hard cast refractory exists). (Report any abnormalities prior to closing the boiler).
-

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- CONTRACTOR shall open all float operated water level safety and pump controls: Inspect, flush, test & replace any gasket(s) where necessary.
- Power Burners: CONTRACTOR shall inspect and do a visual check of burner and all surrounding components, to include burner blast tube, diffuser and/or combustion head.
- Power Burners: CONTRACTOR shall perform combustion analysis and tune up. (Provide a printout of the final settings to County).
- Power Burners: CONTRACTOR shall check and clean the burners and burner orifices.
- CONTRACTOR shall test all fuel valve and air louver linkage assemblies to assure free moment lubricate linkage.
- Atmospherically Fired Burners: CONTRACTOR shall remove and clean all burners, brass gas orifices and reinstall (Atmospheric Models).
- CONTRACTOR shall reassemble the boiler and test all controls.
- CONTRACTOR shall open cabinet and inspect and clean inside and outside of heat exchanger.
- CONTRACTOR shall inspect and clean all ignition components.
- CONTRACTOR shall oil pumps as per manufacturers recommendations.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- CONTRACTOR to provide written report indicating the condition of the boiler and any recommendations.
- CONTRATOR to provide printout of final combustion analysis and tune up of final settings.
- CONTRACTOR to provide quotation for repairs if any problems that need attention are found. Prices are good for 60 days from the date of the quotation.

All written reports required under this Agreement must be delivered to *Chris Le Venton, Operations Manager*, in accordance with the schedule above.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $75,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

2023-2025 Annual inspection and cleaning on Laars boiler Pennant

Item	Quantity	Unit Price	Total
Annual inspection material	1	$411.90	$411.90
Vehicle Overhead & Expense charge	1	$74.00	$74.00
Standard Labor Rate			$3,760.00
		Sub-Total	$4,245.90
		Tax	$38.10
		Grand Total	**$4,284.00**

***Annual inspection and cleaning pricing are subject to change based on the make and model of each specific boiler. Material unit prices vary depending on the manufacturer's boiler parts and equipment costs.**

Work to be performed during normal working hours:

- Monday through Friday – 7:30am – 4:00pm (unless otherwise agreed)

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

There shall be no travel reimbursement allowed during this Agreement.

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.

Prevailing labor fees on service:
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:

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http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: HDADMINFinance@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Introduced: 1/28/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to Agreement No. A-17223 with Society for the Prevention of Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and veterinary services to shelter animals on an as-needed basis only, adding $100,000 for a new total Agreement amount of $142,000 and extending the term three years for a new term of February 20, 2025 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to execute up to two future amendments to this Agreement where the amendments do not exceed 10% ($4,200) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $146,200.

RECOMMENDATION:

a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to Agreement No. A-17223 with Society for the Prevention of Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and veterinary services to shelter animals on an as-needed basis only, adding $100,000 for a new total Agreement amount of $142,000 and extending the term three years for a new term of February 20, 2025 through June 30, 2028; and
b. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% ($4,200) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $146,200.

SUMMARY:

The County of Monterey Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County and City of Salinas (City) via a Joint Powers Agreement (JPA) called Hitchcock Road Animal Services (Animal Services). Animal Services, with the County as the administering agency, operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to animal sheltering, field services, volunteers and outreach, and licensing services.

Animal Services supports the community by offering low-cost spay/neuter opportunities for both feral cats and owned pets. To meet the ongoing demand, Animal Services collaborated with the SPCA in fiscal year 24/25 as they have the ability to provide mobile spay/neuter services within local communities

as well as veterinary services for shelter animals at times when it may be needed through a contractual partnership. Renewal and Amendment No. 1 continues this partnership, allowing the SPCA to provide, on an as needed basis only, community spay/neuter services and veterinary services for shelter animals. This amendment is similar in nature to the one previously approved by the Board on August 12, 2025, for SNIPbus.

DISCUSSION:
Due to the high demand for affordable and accessible spay and neuter services, local veterinary clinics are currently unable to offer them to meet the demands of the community. This is also magnified by a shortage in veterinary staff both in the county and statewide. Due to this continuous need, Animal Services is looking to further increase opportunities and partners that can assist with providing affordable spay/neuter for pet owners within Monterey County communities. Animal Services has collaborated with the SPCA, a local organization that has the ability to provide mobile spay/neuter services within our communities, through a contractual partnership. In fiscal year 24/25, the SPCA provided 10 mobile spay/neuter clinics to pet owners in south county communities via contractual partnership with Animal Services. A total of 264 animals were spayed/neutered (211 cats and 53 dogs). Animals included came from primarily South County communities to include Bradley, Soledad, Greenfield, King City, Gonzales, Chualar, Lockwood, and San Ardo.

Animal Services has also identified that, at times, there may be a need for veterinary care or services for shelter animals. For example, this past summer, the Animal Services veterinary clinic was not fully functioning due to staff out on leave. A need for care was identified, before other veterinary agreements were in place. Animal Services reached out to the SPCA who was able to provide care for the animal in need. Animal Services would like to have a contractual partnership in place should that need arise again.

Through this Renewal and Amendment No. 1, the SPCA will provide, only as requested and approved by Animal Services, spay/neuter services and additional veterinary services for shelter animals for the duration of the Agreement. This Agreement is to maintain the contractual partnership in place should the need arise and funds become available.

This Renewal and Amendment No. 1 was presented to the Board later than anticipated due to extended discussions regarding the potential need for a Request For Proposal (RFP) process. Although an RFP was initiated, Contracts and Purchasing later determined it was unnecessary. The time spent on these considerations brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 1.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively. Risk Management has not approved the non-standard indemnity provisions.

FINANCING:
There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA018-8601) FY 2025-26 Adopted

Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create easier access to healthcare for underserved populations in the community, aligning with the Strategic Plan Goal of Well-Being and Quality of Life.

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

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

Prepared by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order
Agreement

Introduced: 1/28/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to Agreement No. A-17223 with Society for the Prevention of Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and veterinary services to shelter animals on an as-needed basis only, adding $100,000 for a new total Agreement amount of $142,000 and extending the term three years for a new term of February 20, 2025 through June 30, 2028; and
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partnership. Renewal and Amendment No. 1 continues this partnership, allowing the SPCA to provide, on an as needed basis only, community spay/neuter services and veterinary services for shelter animals. This amendment is similar in nature to the one previously approved by the Board on August 12, 2025, for SNIPbus.

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Due to the high demand for affordable and accessible spay and neuter services, local veterinary clinics are currently unable to offer them to meet the demands of the community. This is also magnified by a shortage in veterinary staff both in the county and statewide. Due to this continuous need, Animal Services is looking to further increase opportunities and partners that can assist with providing affordable spay/neuter for pet owners within Monterey County communities. Animal Services has collaborated with the SPCA, a local organization that has the ability to provide mobile spay/neuter services within our communities, through a contractual partnership. In fiscal year 24/25, the SPCA provided 10 mobile spay/neuter clinics to pet owners in south county communities via contractual partnership with Animal Services. A total of 264 animals were spayed/neutered (211 cats and 53 dogs). Animals included came from primarily South County communities to include Bradley, Soledad, Greenfield, King City, Gonzales, Chualar, Lockwood, and San Ardo.

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Through this Renewal and Amendment No. 1, the SPCA will provide, only as requested and approved by Animal Services, spay/neuter services and additional veterinary services for shelter animals for the duration of the Agreement. This Agreement is to maintain the contractual partnership in place should the need arise and funds become available.

This Renewal and Amendment No. 1 was presented to the Board later than anticipated due to extended discussions regarding the potential need for a Request For Proposal (RFP) process. Although an RFP was initiated, Contracts and Purchasing later determined it was unnecessary. The time spent on these considerations brought past the Agreement's expiration date, resulting in the need for this Renewal and Amendment No. 1.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively. Risk Management has not approved the non-standard indemnity provisions.

FINANCING:
There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA018-8601) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create easier access to healthcare for underserved populations in the community, aligning with the Strategic Plan Goal of Well-Being and Quality of Life.

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

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

Prepared by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order
Agreement

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

RENEWAL AND AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY (SPCA)

This Renewal and Amendment No. 1 to Agreement, No. A-17223, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Society for the Prevention of Animals for Monterey County (SPCA), hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17223 with a start date of February 20, 2025 in an amount not to exceed $42,000 for the provision of all-inclusive spay/neuter mobile clinics for both owned domestic dogs and cats as well as feral cats of residents in South Monterey County; and

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional three years for a new term of February 20, 2025 through June 30, 2028, increase the total AGREEMENT amount by $100,000 to allow for spay/neuter clinics in the community as approved and veterinary services for shelter animals as approved, for a new total Agreement amount of $142,000, and replace Exhibit A.

NOW THEREFORE, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 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 $42,000" **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $142,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from February 20, 2025 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from February 20, 2025 to June 30, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. **Exhibit A is replaced** with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

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4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. A copy of this Renewal & Amendment No. 1 shall be attached to the original Agreement executed by the County on February 20, 2025.

6. This Renewal & Amendment No. 1 is effective upon execution.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal & Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____	Society for the Prevention of Animals For Monterey County (SPCA)
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: DocuSigned by: _____
Department Head (if applicable)	(Signature of Chair, President, or Vice President)*
Date: _____	
By: _____	Scott Delucchi President & CEO
Board of Supervisors (if applicable)	Name and Title
Date: _____	Date: 1/20/2026 | 5:29 PM PST
Approved as to Form[1]	
By: DocuSigned by: Robert I. Brayer Robert I. Brayer 6D0AC6C2AA474A8...	By: DocuSigned by: Susan Imwalle A95E75EA3A1647C...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)*
County of Monterey	
Date: 1/21/2026 | 2:51 PM PST	Susan Imwalle Vice President and CFO
	Name and Title
Approved as to Fiscal Provisions[2]	
By: DocuSigned by: Patricia Ruiz Patricia Ruiz E79EF64E57454F8...	Date: 1/21/2026 | 11:42 AM CST
Auditor/Controller	
Date: Auditor Controller Analyst I 1/23/2026 | 7:14 AM PST	
Approved as to Liability Provisions[3]	
By: _____	
Risk Management	
Date: _____	

*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 of Standard County Agreement.

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

EXHIBIT A-1

To Agreement by and between
County of Monterey, for services at Monterey County Health Department, ("COUNTY")
and
Society for the Prevention of Animals for Monterey County (SPCA) ("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:

1. As requested and approved by COUNTY staff, CONTRACTOR may provide the following services for the duration of the Agreement. All services are subject to the availability of budgeted funds.
    a. Community spay/neuter services to be held in areas identified by COUNTY as requiring such services to include communities south of Chualar, East Salinas, and Castroville.
        i. CONTRACTOR shall provide an updated cost per clinic and updated cost per service/treatment for approval prior to any scheduling. Cost per clinic to include spay/neuter, core vaccines, rabies vaccination and ear tip (feral only) with no additional cost to the resident or feral caretaker. Additional services including other vaccinations or microchips that are requested by the pet owner/caretaker are the responsibly of the pet owner/caretaker.

    b. Veterinary services for HRAS shelter animals to include spay/neuter and minor surgical procedures.
        i. Invoices for these services shall be separate from any other community clinic service invoices and must include individual animal ID numbers for each service provided.

    c. COUNTY shall communicate each individual need to CONTRACTOR and provide written approval via email prior to the delivery of any services or treatment.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of

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animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;

2. CONTRACTOR shall provide a medical report from the Veterinarian for any shelter animal that received care, to be delivered at the time the animal is transported back to HRAS. The report shall also include any recommendations for further care.

3. All written reports required under this Agreement shall be delivered to the Animal Services Director or designated staff, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$142,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. Mobile Spay/Neuter clinics are at the rate of $4,200 per clinic and will provide services to approximately 25 animals per clinic. No additional fees are to be paid by COUNTY. If rates change, CONTRACTOR must notify COUNTY prior to scheduling of clinic to receive approval.

2. Residents are required to pay a $25 deposit to CONTRACTOR when scheduling clinic services. This deposit will be refunded upon attending the scheduled clinic appointment.

3. Veterinary services are subject to prior written approval by COUNTY and will be based on the type of services and care to be provided before the shelter animal receives treatment.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR must obtain prior approval from COUNTY for all charges before submitting an invoice.

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.

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY after services are provided for each animal that receives veterinary care. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices following each feral cat clinic.

CONTRACTOR shall submit invoices to:

Invoices may be mailed to: Monterey County Health Department
Animal Services
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: gonzalezg@countyofmonterey.gov

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.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

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-17223
a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Society for the Prevention of Cruelty to Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter mobile clinics for owned dogs and cats as well as feral cats of residents in South Monterey County in the amount of $42,000 with a term effective upon execution to June 30, 2025; and
b. Approve non-standard indemnification provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% ($4,200) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $46,200; and
d. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer. (REVISED VIA SUPPLEMENTAL)

PASSED AND ADOPTED on this 11th day of February 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 11, 2025.

Dated: February 13, 2025
File ID: A 25-025
Agenda Item No.: 10

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

Vicente Ramirez, Deputy

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

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:

Society for the Prevention of Animals for Monterey County (SPCA),

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

All-inclusive spay/neuter mobile clinics for both owned domestic dogs and cats as well as feral cats of residents in South Monterey County.

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: **$** 42,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution **to** June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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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:

Initial SD
Contractor
DS
County

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cindy Burnham, Animal Services Administrator	Scott Delucchi, President and CEO
Name and Title	Name and Title
160 Hitchcock Rd., Salinas, CA. 93908	PO Box 3058, Monterey, CA. 93942
Address	Address
831.769.8796	831.264.5420
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: _____
Department Head (if applicable)

Date: 2/20/2025 | 10:30 PM PST

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Robert I. Brayer Robert I. Brayer
6D0AC6C2AA4A4A3...
County Counsel
County of Monterey

Date: 1/22/2025 | 4:32 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth
4E7E6578754A4A3...
Auditor/Controller
Auditor-Controller Analyst II

Date: 1/22/2025 | 4:52 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Society for the Prevention of Animals for Monterey Cou
Contractor/Business Name *

By: DocuSigned by: _____
E9A6B5A4A4A4A3...
(Signature of Chair, President, or Vice-President)

Scott Delucchi CEO
Name and Title

Date: 1/21/2025 | 1:42 PM PST

By: DocuSigned by: Susan Imwalle
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Susan Imwalle Vice President and CFO
Name and Title

Date: 1/21/2025 | 3:47 PM CST

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

Society for the Prevention of Animals for Monterey County (SPCA)
Term: Upon Execution - 06/30/2025
NTE: $42,000

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY
(SPCA)

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY (SPCA)** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 8.0 of the Agreement, shall be deleted and restated in its entirety to read as follows:

8.0 MUTUAL INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other, its officers, agents, employees, or subcontractors from and against any claim, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any 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 other party's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Party's performance" includes Party's action or inaction and the action or inaction of the party's officers, employees, agents and subcontractors.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Society for the Prevention of Animals for Monterey County (SPCA)

Approved:

By: DocuSigned by: E9A63BB4FC16419...

Scott Delucchi CEO

Name and Title

Date: 1/21/2025 | 1:42 PM PST

Approved:

By: DocuSigned by: Susan Imwalle A95F75EA3A1647C...

Susan Imwalle Vice President and CFO

Name and Title

Date: 1/21/2025 | 3:47 PM CST

COUNTY OF MONTEREY

Approved as to Form:

By: DocuSigned by: Robert I. Brayer 6D0AC6C2AA4A4A8...

Robert I. Brayer County of Monterey

Name and Title

Date: 1/22/2025 | 4:32 PM PST

Approved: as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Jennifer Forsyth Auditor-Controller Analyst II

Name and Title

Date: 1/22/2025 | 4:52 PM PST

Approved:

By: DocuSigned by: C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health Services

Name and Title

Date: 2/20/2025 | 10:30 PM PST

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

EXHIBIT A

To Agreement by and between
County of Monterey, for services at Monterey County Health Department, ("COUNTY")
and
Society for the Prevention of Animals for Monterey County (SPCA) ("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:

1. 10 Mobile Spay/Neuter clinics for both owned domestic dogs and cats as well as feral cats (as space allows). Each clinic will cost $4,200 and include spay/neuter, rabies and FVRCP or DHPP vaccination (and ear tip for any feral cats). These clinics are for any South County resident, residing in either an unincorporated Monterey County area or South County city that is located south of Chualar. CONTRACTOR will be responsible to coordinate clinics with participants.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;

2. All written reports required under this Agreement shall be delivered to the Animal Services Director or designated staff, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$42,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

1. Mobile Spay/Neuter clinics are at the rate of $4,200 per clinic and will provide services to approximately 25 animals per clinic. No additional fees are to be paid by COUNTY.

2. Residents are required to pay a $25 deposit to CONTRACTOR when scheduling clinic services. This deposit will be refunded upon attending the scheduled clinic appointment.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY after services are provided for each animal that receives veterinary care. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices following each feral cat clinic.

CONTRACTOR shall submit invoices to:

Invoices may be mailed to: Monterey County Health Department
Animal Services
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices shall be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: gonzalezg@countyofmonterey.gov

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.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Introduced: 1/28/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a retroactive Amendment No. 3 to Lease Agreement No. A-12809, effective November 13, 2025 with King City Town Square, LLC. (Lessor), for approximately 8,713 rentable square feet of office space located at 200 Broadway, Suites 70 and 88, King City, California, for use by the Health Department's Behavioral Health Bureau (Health);
b. Authorize the Auditor-Controller to make lease payments of $10,174 per month in accordance with the terms of the Lease Agreement; and
c. Authorize the extension of the Lease Agreement for one (1) additional three (3) year term under the same terms and conditions, including the new provisions to Exhibit D and Exhibit E as set form in this Amendment No. 3, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a retroactive Amendment No. 3 to Lease Agreement No. A-12809, effective November 13, 2025 with King City Town Square, LLC. (Lessor), for approximately 8,713 rentable square feet of office space located at 200 Broadway, Suites 70 and 88, King City, California, for use by the Health Department's Behavioral Health Bureau (Health);
b. Authorize the Auditor-Controller to make lease payments of $10,174 per month in accordance with the terms of the Lease Agreement; and
c. Authorize the extension of the Lease Agreement for one (1) additional three (3) year term under the same terms and conditions, including the new provisions to Exhibit D and Exhibit E as set form in this Amendment No. 3, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

SUMMARY:

The Health Department's Behavioral Health Bureau (Bureau) requests approval of Amendment No. 3 to the Lease Agreement with King City Town Square, LLC, effective November 13, 2025. This amendment will allow the Bureau to continue occupying and operating at 200 Broadway, Suites 70 and 88, in King City, ensuring the continued availability of critical service space for behavioral health programs in South County. The amendment also establishes reasonable rental adjustments that are consistent with comparable County leases.

DISCUSSION:
Since July 1, 2007, the Bureau has leased 3,737 square feet of general office space at 200 Broadway, Suite 88, King City, California, under a Lease Agreement with King City Town Square, LLC. In 2019, the Lease Agreement was amended to include an additional 4,976 square feet of office space at 200 Broadway, Suite 70, resulting in a combined total of 8,713 square feet across Suites 88 and 70. The additional space allowed the Bureau to expand its operations and better meet the behavioral health needs of the South County community.

Amendment No. 3 will commence on November 13, 2025, at a monthly rental rate of $10,174, subject to annual rental adjustments of one percent (1.00%). The Landlord will complete Premise Improvements in accordance with approved plans and specifications. The cost of these improvements-including architectural, engineering, permitting, fees, and inspections-is included in the monthly lease payment.

The Lease Agreement includes one (1) additional three-year renewal option under the same terms and conditions. Approval of this amendment will ensure the Bureau's continued occupancy and maintain adequate office and service-provision space to support the delivery of behavioral health services in South County. The rental rate is comparable to the Bureau's other leased facility located at 335-339 Gabilan Street in Soledad.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks (PWFP) assisted with the development of this report and proposed Lease Agreement. The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Lease Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Amendment is funded with a combination of 2011 Realignment and Federal Financial Participation. There are enough appropriations in the Health Department's Behavioral Health Bureau's (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget. Funds for FY 2026-27 and FY 2027-28 will be included in the Bureau's (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This amendment aligns with the Board of Supervisors' strategic priorities of Well-Being and Quality of Life and Sustainable Infrastructure for the Present and Future by securing a King City facility that supports the delivery of behavioral health services and enhances the quality of life for residents.

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

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

Prepared by:
Fabricio Chombo, Assistant Bureau Chief (WOC) 755-4578
Reviewed by: Alfredo Belman, Project Manager I, 755-4830
Reviewed by: George Salcido, Real Property Specialist/PWFP, 755-4859
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Board Order
Original Lease Agreement

Introduced: 1/28/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a retroactive Amendment No. 3 to Lease Agreement No. A-12809, effective November 13, 2025 with King City Town Square, LLC. (Lessor), for approximately 8,713 rentable square feet of office space located at 200 Broadway, Suites 70 and 88, King City, California, for use by the Health Department's Behavioral Health Bureau (Health);
b. Authorize the Auditor-Controller to make lease payments of $10,174 per month in accordance with the terms of the Lease Agreement; and
c. Authorize the extension of the Lease Agreement for one (1) additional three (3) year term under the same terms and conditions, including the new provisions to Exhibit D and Exhibit E as set form in this Amendment No. 3, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Contracts & Purchasing Officer or designee to execute a retroactive Amendment No. 3 to Lease Agreement No. A-12809, effective November 13, 2025 with King City Town Square, LLC. (Lessor), for approximately 8,713 rentable square feet of office space located at 200 Broadway, Suites 70 and 88, King City, California, for use by the Health Department's Behavioral Health Bureau (Health);
b. Authorize the Auditor-Controller to make lease payments of $10,174 per month in accordance with the terms of the Lease Agreement; and
c. Authorize the extension of the Lease Agreement for one (1) additional three (3) year term under the same terms and conditions, including the new provisions to Exhibit D and Exhibit E as set form in this Amendment No. 3, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

SUMMARY:

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DISCUSSION:
Since July 1, 2007, the Bureau has leased 3,737 square feet of general office space at 200 Broadway, Suite 88, King City, California, under a Lease Agreement with King City Town Square, LLC. In 2019, the Lease Agreement was amended to include an additional 4,976 square feet of office space at 200 Broadway, Suite 70, resulting in a combined total of 8,713 square feet across Suites 88 and 70. The additional space allowed the Bureau to expand its operations and better meet the behavioral health needs of the South County community.

Amendment No. 3 will commence on November 13, 2025, at a monthly rental rate of $10,174, subject to annual rental adjustments of one percent (1.00%). The Landlord will complete Premise Improvements in accordance with approved plans and specifications. The cost of these improvements-including architectural, engineering, permitting, fees, and inspections-is included in the monthly lease payment.

The Lease Agreement includes one (1) additional three-year renewal option under the same terms and conditions. Approval of this amendment will ensure the Bureau's continued occupancy and maintain adequate office and service-provision space to support the delivery of behavioral health services in South County. The rental rate is comparable to the Bureau's other leased facility located at 335-339 Gabilan Street in Soledad.

OTHER AGENCY INVOLVEMENT:
The Department of Public Works, Facilities, and Parks (PWFP) assisted with the development of this report and proposed Lease Agreement. The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the proposed Lease Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Amendment is funded with a combination of 2011 Realignment and Federal Financial Participation. There are enough appropriations in the Health Department's Behavioral Health Bureau's (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget. Funds for FY 2026-27 and FY 2027-28 will be included in the Bureau's (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This amendment aligns with the Board of Supervisors' strategic priorities of Well-Being and Quality of Life and Sustainable Infrastructure for the Present and Future by securing a King City facility that supports the delivery of behavioral health services and enhances the quality of life for residents.

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

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

Prepared by:

Fabricio Chombo, Assistant Bureau Chief (WOC) 755-4578
Reviewed by: Alfredo Belman, Project Manager I, 755-4830
Reviewed by: George Salcido, Real Property Specialist/PWFP, 755-4859
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Amendment No. 2
Amendment No. 1
Board Order
Original Lease Agreement

Docusign Envelope ID: 4C45BC0E-63AB-4DF3-925D-2A5C2C203806

LEASE AMENDMENT NO. 3

This LEASE AMENDMENT No. 3, is made by and between King City Town Square, LLC, ("LESSOR"), and COUNTY OF MONTEREY c/o Public Works, Facilities and Parks, Attn: Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain LEASE AGREEMENT, dated October 1, 2014 (the "Lease" or Lease Agreement No. A-12809), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 8,713 rentable square feet of office space in Suite 70 and 88 at 200 Broadway Street, King City, California 93930 (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of November 13, 2014 with an initial five (5) year term and two (2) extended three (3) year terms, for a total eleven (11) year term; and

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 1 to Lease with an effective date of November 13, 2019 whereby the Lease was extended until November 12, 2022 and the rent was adjusted according to the corresponding Rent Schedule; and

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 2 to Lease with an effective date of November 13, 2022 whereby the Lease was extended until November 12, 2025 and the rent was adjusted according to the corresponding Rent Schedule; and

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term, adjust the rent, and update Exhibit D and Exhibit E.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of November 13, 2025 as set forth below:

1. <u>Extended Term</u>

The term of the Lease shall be extended for an additional period of three (3) years commencing on, November 13, 2025, through and including November 12, 2028, with an option to extend one (1) additional three (3) year period.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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2. Rent

The monthly rent shall be Ten Thousand One Hundred Seventy-Three and 92/100 Dollars ($10,173.92), effective November 13, 2025. The rent shall increase, on year two (2) and year three (3) pursuant to the rent schedule below, which is reflective of a one percent (1%) annual "Cost of Living" increase, for this third three (3) year extended term.

RENT SCHEDULE		
Period	Monthly Rent for 8,713 Square Feet	Monthly Rent
November 13, 2025 - November 12, 2026	Nine Thousand Eight Hundred Seventy-Four and 71/100 Dollars	$10,173.92
November 13, 2026 - November 12, 2027	Nine Thousand Nine Hundred Seventy-Three and 46/100 Dollars	$10,275.66
November 13, 2027 - November 12, 2028	Ten Thousand Seventy-Three and 19/100 Dollars	$10,378.42

3. Exhibit D – Summary of Services and Utilities

Exhibit D to the Lease Agreement is hereby amended by inserting the following new provision:

Stairway and Second Floor Exterior Walkway Maintenance Obligation: Notwithstanding any provision of the Lease to the contrary, LESSOR shall, at LESSOR'S sole cost and expense, take reasonable measures to address and remedy the slippery conditions on the stairway and second floor exterior walkway located at 200 Broadway St., King City, California, 93930. Such measures may include, but are not limited to, application of non-slip coatings, installation of non-slip materials, or other industry-accepted corrective actions. LESSOR shall complete the corrective measures no later than December 31, 2025, and shall maintain the deck in a safe, non-slippery condition throughout the term of the Lease.

4. Exhibit E – Summary of Repair and Maintenance Responsibilities

Exhibit E to the Lease Agreement is hereby amended by inserting the following new provision:

Maintenance Response Time: LESSOR shall respond to all maintenance and repair requests submitted by LESSEE within twenty-four (24) hours of receipt. For purposes of this provision, "respond" means that LESSOR shall acknowledge the request, assess the nature of the issue, and provide an anticipated timeframe for completion of the repair or corrective action. In the case of emergencies that materially affect health, safety, or habitability, LESSOR shall use best efforts to initiate corrective measures immediately.

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5. Tenant Improvements

LESSEE is to retain the space in its "as-is" condition.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this LEASE AMENDMENT NO. 3, the terms and conditions of this LEASE AMENDMENT NO. 3 shall prevail.

6. Incorporation of Recitals

The recitals to this LEASE AMENDMENT NO. 3 are incorporated by this reference.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: 4C45BC0E-63AB-4DF3-925D-2A5C2C203806

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 3 as of the last date opposite the respective signatures below. The parties understand and agree that this Amendment No. 3 to said Lease shall be effective as of November 13, 2025.

LESSEE: (County of Monterey)

By: _____

Title:

Date: _____

APPROVED AS TO FORM: (County Counsel)

By: Signed by: Mary Grace Perry C83342707AC641A...

Mary Grace Perry

Title: Deputy County Counsel

Date: 1/26/2026 | 11:27 AM PST

LESSOR: (King City Town Square, LLC.)

By: DocuSigned by: CHRIS DAVIS CCCD845C7F3C42E...

Chris Davis, Managing Partner/Manager

Date: 12/19/2025 | 10:59 AM PST

Approved as to Fiscal Provisions: (Auditor Controller's Office)

DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Patricia Ruiz

Auditor Controller Analyst I

1/20/2026 | 7:51 AM PST

DocuSign Envelope ID: CDD09910-8FF2-4923-8375-B9E491343014

LEASE AMENDMENT NO. 2

This LEASE AMENDMENT No. 2, is made by and between King City Town Square, LLC, ("LESSOR"), and COUNTY OF MONTEREY c/o Public Works, Facilities and Parks, Attn: Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain LEASE AGREEMENT, dated October 1, 2014 (the "Lease" or Lease Agreement No. A-12809), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 8,713 rentable square feet of office space in Suite 70 and 88 at 200 Broadway Street, King City, California 93930 (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of November 13, 2014 with an initial five (5) year term and two (2) extended three (3) year terms, for a total eleven (11) year term.

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 1 to Lease with an effective date of November 13, 2019 whereby the Lease was extended until November 12, 2022 and the rent was adjusted according to the corresponding Rent Schedule.

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term and adjust the rent.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of November 13, 2022 as set forth below:

1. Extended Term

The term of the Lease shall be extended for an additional period of three (3) years commencing on, November 13, 2022, through and including November 12, 2025.

2. Rent

The monthly rent shall be Nine Thousand Eight Hundred Seventy-Four and 71/100 Dollars ($9,874.71), effective November 13, 2022. The rent shall increase, on year two (2) and year three (3) pursuant to the rent schedule below, which is reflective of a one percent (1%) annual "Cost of Living" increase, for this second three (3) year extended term.

RENT SCHEDULE		
Period	Monthly Rent for 8,713 Square Feet	Monthly Rent
November 13, 2022 - November 12, 2023	Nine Thousand Eight Hundred Seventy-Four and 71/100 Dollars	$9,874.71
November 13, 2023 - November 12, 2024	Nine Thousand Nine Hundred Seventy-Three and 46/100 Dollars	$9,973.46
November 13, 2024 - November 12, 2025	Ten Thousand Seventy-Three and 19/100 Dollars	$10,073.19

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3. Tenant Improvements

LESSEE is to retain the space in its "as-is" condition.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this LEASE AMENDMENT NO. 2, the terms and conditions of this LEASE AMENDMENT NO. 2 shall prevail.

4. Incorporation of Recitals

The recitals to this LEASE AMENDMENT NO. 2 are incorporated by this reference.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 2 as of the last date opposite the respective signatures below. The parties understand and agree that this Amendment No. 2 to said Lease shall be effective as of November 13, 2022.

LESSEE: (County of Monterey)

DocuSigned by:
By: Debra R. Wilson Debra R. Wilson
7B7419 37AA0D41B...

Title: Deputy Purchasing Agent

Date: 11/10/2022 | 12:14 PM PST

APPROVED AS TO FORM: (County Counsel)

DocuSigned by:
By: Mary Grace Perry
A1933B26E717442...
Mary Grace Perry

Title: Deputy County Counsel

Date: 11/9/2022 | 11:09 AM PST

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Jennifer Forsyth

Auditor-Controller Analyst II

11/10/2022 | 10:36 AM PST

LESSOR: (King City Town Square, LLC.)

DocuSigned by:
By: CHRIS DAVIS
CCCD845C7F3C42E...
Chris Davis, Managing Partner/Manager

Date: 11/3/2022 | 12:27 PM PDT

DocuSigned by:
C7A30BA59CA8423...
Elsa Jimenez

Director of Health

11/10/2022 | 12:21 PM PST

LEASE AMENDMENT NO. 1

This LEASE AMENDMENT No. 1, is made by and between King City Town Square, LLC, ("LESSOR"), and COUNTY OF MONTEREY c/o Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain LEASE AGREEMENT, dated October 1, 2014 (the "Lease" or Lease Agreement No. A-12809), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 8,713 rentable square feet of office space in Suite 70 and 88 at 200 Broadway Street, King City, California 93930 (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of November 13, 2014 with an initial five (5) year term and two (2) extended three (3) year terms, for a total eleven (11) year term.

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term and adjust the rent.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of November 13, 2019 as set forth below:

1. Extended Term

The term of the Lease shall be extended for an additional period of three (3) years commencing on, November 13, 2019, through and including November 12, 2022.

2. Rent

The rent shall decrease from $1.18 per square foot to the mutually agreed rate of $1.10 per square foot upon the start date of the next extended term commencing on, November 13, 2019. The rent shall increase, on year two (2) and year three (3) pursuant to the rent schedule below, which is reflective of a one percent (1%) annual "Cost of Living" increase, for this first three (3) year extended term.

RENT SCHEDULE		
Period	Monthly Rent for 8,713 Square Feet	Monthly Rent
November 13, 2019 – November 30, 2020	Nine Thousand Five Hundred Eighty Four and 30/100 Dollars	$9,584.30
December 1, 2020 – November 30, 2021	Nine Thousand Six Hundred Eighty and 14/100 Dollars	$9,680.14
December 1, 2021 – November 12, 2022	Nine Thousand Seven Hundred Seventy Six and 94/100 Dollars	$9,776.94

3. Tenant Improvements

LESSEE is to retain the space in its "as-is" condition.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this LEASE AMENDMENT NO. 1, the terms and conditions of this LEASE AMENDMENT NO. 1 shall prevail.

4. Incorporation of Recitals

The recitals to this LEASE AMENDMENT NO. 1 are incorporated by this reference.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this LEASE AMENDMENT NO. 1 as of the last date opposite the respective signatures below. The parties understand and agree that this LEASE AMENDMENT NO. 1 to said Lease shall be effective as of November 13, 2019.

LESSEE: (County of Monterey)

BY: _____
Michael R. Derr, Contracts/Purchasing Officer

Dated: 11-19-19

LESSOR: (King City Town Square, LLC)

BY: _____
Managing Partner / Manager
Chris Davis

Dated: 10-31-19

APPROVED AS TO FORM AND LEGALITY
Office of the County Counsel-Risk Manager
Leslie J. Girard, Acting County Counsel-Risk Manager

BY: _____
Mary Grace Perry, Deputy County Counsel
11-6-2019

Reviewed as to fiscal provisions

_____
Auditor-Controller
County of Monterey
11-7-19

_____
Director of Health
12/11/2019
Date

LESSOR: (King City Town Square, LLC)

& BY: _____
Signature
Name: Andrew Davis
Printed Name: Managing Partner / Manager
Title: Partner
Dated: 10-31-19

Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12809

Upon motion of Supervisor Parker, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

a. Approved and authorized the Contracts/Purchasing Officer to execute a five (5) year Lease Agreement, effective on or around October 1, 2014, with King City Town Square, LLC for approximately 8,713 rental square feet of office space located at 200 Broadway, Suites 70 and 88 in King City, California for use by the Health Department's Behavioral Health Bureau; and
b. Authorized the Auditor-Controller to make lease payments of up to $9,845.69 per month in accordance with the terms of the Lease Agreement; and
c. Authorized the extension of the Lease Agreement for two (2) additional three (3) year terms under the same terms and conditions, and make minor revisions to the Lease Agreement if deemed by the Contracts/Purchasing Officer to be in the best interest of the County.

PASSED AND ADOPTED on this 14th day of October 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, 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 77 for the meeting on October 14, 2014.

Dated: October 15, 2014
File Number: A 14-241

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

COUNTY OF MONTEREY

STANDARD LEASE AGREEMENT

LEASED PREMISES:	**200 Broadway Street, Suite 70 and 88, King City, CA 93930**
DEPARTMENT:	**Health Department – Behavioral Health Bureau**
LESSOR:	**King City Town Square, LLC** **121 N. Vanderhurst Avenue** **King City, CA 93930**

COUNTY OF MONTEREY
STANDARD LEASE AGREEMENT

PREAMBLE

THIS LEASE ("Lease") is made by and between **King City Town Square, LLC**, ("LESSOR") and the **COUNTY OF MONTEREY,** a political subdivision of the State of California ("LESSEE"), for the Department of Health. LESSOR and LESSEE hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 ***Description:*** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, a portion of that certain real property and its appurtenances, situated at 200 Broadway Street, Suite 70 and 88, King City CA 93930 (the "Building") and described as follows: General offices consisting of approximately 8,713 rentable square feet of space, located on the 2nd floor of the Building, as designated in **EXHIBIT A1 – DESCRIPTION OF PREMISES - Current Basic Floor Plan**, attached and incorporated by this reference (hereinafter, "the Premises"). The term "rentable square feet" shall mean the "Rentable Area" of the Premises as calculated pursuant to the Building Owners and Managers Association International's Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1, 2010).

1.2 ***Common Areas:*** LESSEE shall also have the non-exclusive right to use at all times, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: Common entrances, lobbies, corridors, hallways, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public rest rooms, common walkways and sidewalks necessary for access to the Premises, and any other public or common areas located within or appurtenant to the Building (collectively, the "Common Areas").

1.3 ***Parking Areas:*** LESSEE shall be provided no (0) exclusive and one hundred twenty one (121) nonexclusive parking spaces in the parking area adjacent to the building, in which the Premises are a part of, at no cost to LESSEE throughout the Lease Term (defined below). Exclusive and nonexclusive parking areas to be further designated in **EXHIBIT A2 – PARKING PLAN**, attached and incorporated by this reference. LESSOR, at LESSOR'S expense may need to post parking signage if deemed necessary for LESSEE'S use of the Premises.

1.4 ***Compliance with the "Americans with Disabilities Act of 1990" (ADA):*** LESSOR shall ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA requirement.

1.5 ***Compliance with "No Smoking Law" (2003 Assembly Bill 846):*** LESSOR shall ensure that the Premises and the Common Areas are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as amended, and, if necessary, prior to the Commencement Date, shall modify the same to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846.

1.6 ***Statement of Seismic Adequacy:*** Prior to the Commencement Date, LESSOR shall provide a statement of seismic adequacy for the Premises by a reputable structural engineer and it shall be attached to this Lease as **EXHIBIT B – STATEMENT OF SEISMIC ADEQUACY,** which is attached and incorporated herein by this reference.

1.7 ***Area of the Premises:*** Within thirty (30) days of the date that this Lease is executed by LESSOR and LESSEE or, if later, the Lease Commencement Date, and upon LESSEE'S written request, LESSOR shall have the rentable square feet of the Premises measured as described in ARTICLE 1, Section 1.1 by a reputable, independent architect mutually selected by LESSEE and LESSOR (the "Architect"). Provided the rentable square feet of the Premises, as measured by the Architect, differs from that set forth in ARTICLE 1, Section 1.1, LESSOR and LESSEE will execute a letter agreement setting forth the correct rentable square feet of the Premises (as measured by the Architect). It is agreed that when the correct rentable square feet of the Premises is determined, changes and modifications to the Lease may be required including, but not limited to, ARTICLE 3 - RENT. The cost for the Architect's services shall be equally split between LESSOR and LESSEE.

1.8 ***Right of First Refusal:*** LESSEE shall have the right of first refusal to lease any additional suites in the Building which may become available during the initial term or any extended term of this Lease. LESSEE will have up to but not more than thirty (30) days to accept or reject this additional space in writing. LESSOR shall grant LESSEE up to sixty (60) days from notification of LESSEE'S intent to lease additional space, to obtain approval from the Monterey County Board of Supervisors.

ARTICLE 2 - TERM

2.1 ***Lease Term:*** The term of this Lease (the "Lease Term") shall be Five (5) years, commencing on October 1, 2014 or upon issuance of a certificate of occupancy from the City of King City and LESSEE'S final walk through and approval of all Premise Improvements, -whichever is later- ("Lease Commencement Date"), and ending September 30, 2019 or Five (5) years from Lease Commencement Date, whichever is later (the "Stated Expiration Date"), with such rights of termination and extension of the Lease Term as are hereinafter set forth. In the event that the Premises are not delivered within 30 days from the date first noted in this ARTICLE 2.1, or Premise Improvements are not certified as complete within 30 days from the agreed-upon schedule for construction of Premise Improvements, County may terminate this agreement. Within thirty (30) days of the occurrence of the Lease Commencement Date, LESSEE and LESSOR shall execute a side letter agreement confirming the actual Lease Commencement Date and Stated Expiration Date for this Lease.

2.2 ***Extended Term:*** Upon completion of the initial Lease Term, the LESSEE may renew the Lease for one additional Three (3) year term ("First Extended Term"), and upon the expiration of the First Extended Term, the LESSEE may renew the Lease for a second additional Three (3) year term ("Second Extended Term"), in each case by giving LESSOR advance written notice of its intent to renew one hundred eighty (180) days prior to expiration of the initial Lease Term or First Extended Term, as applicable.

2.3 ***Monthly Rent Limit:*** LESSOR and LESSEE agree that the monthly rent in the initial term or any extended term shall be no more than ninety-five percent (95%) of the then current market "Gross Lease" rents for general office space in the King City, California area. As it pertains to this Lease, "Gross Lease" shall mean that the LESSOR will be responsible to pay for the general maintenance and repair, elevator maintenance and repair, property taxes and assessments, insurances (Real Property and lessor's risk liability), utilities and Common Area expenses out of the monthly rent paid by the LESSEE for the Premises and LESSEE shall not pay any additional rent therefor. In the event that LESSOR and LESSEE are unable to agree upon the then current market Gross Lease rents for the Premises within thirty (30) days of LESSEE'S delivery of its intent to renew this Lease as described in ARTICLE 2.2, LESSOR and LESSEE shall submit the determination of the then current market Gross Lease rent to arbitration.

ARTICLE 3 - RENT

In consideration of the continuing right of use, quiet enjoyment and possession of the Premises, LESSEE shall pay to LESSOR as monthly rent for the Premises the initial sum of Nine Thousand Eight Hundred Forty Five Dollars and Sixty Nine Cents ($9,845.69) (as it may be adjusted as provided in this Lease, "Monthly Rent"), payable on or before the first day of each month. Subject to the immediately following paragraph, LESSEE shall commence rental payments upon occupancy ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the Monthly Rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Monthly Rent shall be payable to LESSOR at the address specified in ARTICLE 6 or at such other address as LESSOR may from time to time designate in writing. Monthly Rent is inclusive of, among other things, LESSEE'S share of real estate taxes, assessments, insurances (Real Property and lessor's risk liability), and Monterey Regional Water Pollution Control Agency (MRWPCA) fee for the Premises. *[Initial rent is computed as follows: Base rent of $1.13 per square foot per month.]*

ARTICLE 4 – ANNUAL RENT ADJUSTMENT

At the end of each Year during the initial Lease Term or any Extended Term, the Monthly Rent (excluding any amortized Premise Improvement payments pursuant to ARTICLE 7.2) shall be increased by the fixed amount of one percent (1%) (so that, for example, the Monthly Rent payable during the second Lease Year shall be equal to 101% of the Monthly Rent payable during the first Lease Year). A "Lease Year" shall mean each consecutive twelve-month (12-month) period during the initial Lease Term or Extended Term, as applicable; provided, however, that (a) the first Lease Year commences on the Lease Commencement Date as provided in ARTICLE 2, Section 2.1 above, or the first day of the Extended Term as provided in ARTICLE 2, Section 2.2 above, as applicable, and ends on the last day of the twelfth calendar month thereafter; (b) the second and each succeeding Lease Year commences on the first day of the next calendar month; and (c) the last Lease Year ends on the Stated Expiration Date as provided in Section 2.1 above, or the last day of the Extended Term as provided in Section 2.2 above, as applicable, or earlier date of termination.

ARTICLE 5 - TERMINATION BY COUNTY

Notwithstanding any other provisions of this Lease, LESSEE, at its sole option, may terminate this Lease upon sixty (60) days written notice, solely on the condition that funds have not been budgeted for leasing of the property described herein. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Lease in order to lease other premises for a similar purpose within the City of King City. LESSEE represents that its intent is not to exercise its rights under this ARTICLE unless financial conditions prevent the Monterey County Board of Supervisors from budgeting funds for this Lease.

ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only when made in writing, personally delivered or deposited in the United States mail, sent certified, postage prepaid, and addressed as follows:

To LESSOR:	King City Town Square, LLC c/o Chris Davis 121 Vanderhurst Ave King City, CA 93930 Phone: 831-385-4831 Fax: 831-385-3950 Email: ckdavis@yahoo.com	To LESSEE:	County of Monterey Department of Public Works c/o Real Property Specialist 855 East Laurel Drive, Building C Salinas, CA 93905 Phone: 831-755-4855 Fax 831-755-4688 Email: salcidog@co.monterey.ca.us
Copy to:	_____ _____ _____ _____ _____ _____	Copy to:	County of Monterey Department of Health c/o Facilities Manager 1270 Natividad Rd Salinas, CA 93906 Phone: 831-755-4513 Fax 831-755-4797 Email: leventonc@co.monterey.ca.us

Rent payments to LESSOR shall be made to (need not be sent certified) King City Town Square, LLC, at the address listed above.

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its own mailing address or correspondence information.

LESSOR or LESSOR'S designated property management company shall be available to LESSEE by phone during regular business hours, and for emergencies after hours and weekends. LESSOR or LESSOR'S designated property management company shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. Emergency answering service phone number for LESSOR is 831-809-9221 or 831-262-2178.

LESSEE shall be available to LESSOR, by phone during regular business hours, and for emergencies after hours and on weekends. LESSEE shall subscribe to a 24-hour, 7 days a week emergency answering service that maintains contact phone numbers of key personnel or maintenance/service companies in event of an emergency. Emergency answering service phone number for LESSEE is 831-212-0378 (Public Works Facilities after hours "on call" staff).

If applicable, LESSOR'S designated property management company shall be vested with such power and authority as is reasonably necessary or incidental to the performance of this Lease and the accomplishment of its purpose.

ARTICLE 7 - PREMISE IMPROVEMENTS

7.1 ***Premise Improvements:*** Prior to Lease Commencement Date, LESSOR shall construct improvements to and make installations in the Premises (collectively "Premise Improvements") in accordance with plans and specifications to be approved by LESSEE and LESSOR ("Plans and Specifications"), and in accordance with those provisions which describe construction, set forth in **EXHIBIT C-1 - PREMISE IMPROVEMENT, EXHIBIT C-2 – PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS, EXHIBIT C-3 – PREMISE IMPROVEMENT COSTS, EXHIBIT C-4 – CONSTRUCTION SCHEDULE, EXHIBIT C-5 – REMEDIATION CONTRACTOR SPECIFICATIONS AND EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

7.2 ***Cost of Premise Improvements:*** LESSOR shall bear all cost of Premise Improvements constructed by LESSOR, or under LESSOR'S direction. Premise improvement costs may include costs associated with architectural, engineering, building permits and fees, inspections and signage.

No furniture or equipment items/cost shall be included in the Premise Improvement Allowance. LESSOR and LESSEE shall agree upon all Premise Improvement costs (presented in itemized format) and the construction schedule for the Premise Improvements (presented in an itemized and sequential format) prior to commencement of construction of the Premise Improvements. Premise Improvement costs shall include costs associated with architectural, engineering, building permits and fees, inspections and signage.

7.3 ***Premise Improvement Warranties:*** LESSOR warrants to LESSEE that all materials and equipment furnished by LESSOR in its improvement of the Premises shall be new unless otherwise specified in the Plans and Specifications, and that all of LESSOR'S work to be performed under the Plans and Specifications shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final requirements of **EXHIBIT C-1 - PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS**. Any of LESSOR'S work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Premise Improvements, LESSOR shall, following written notice from LESSEE, promptly, unconditionally and at LESSOR'S sole cost and expense, make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, LESSOR shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to LESSEE, to correct latent defects in the Premises.

ARTICLE 8 - NOTICE OF COMPLETION

If applicable, LESSOR will ensure that a properly prepared Notice of Completion is filed with the County Clerk-Recorder's Office on all construction and remodeling work performed as a result of this Lease. The Notice of Completion form is to be filed within ten (10) working days after the LESSOR and the LESSEE have concurred that the construction is complete. LESSOR shall forward a copy of the recorded Notice of Completion to LESSEE within five (5) days of recordation.

ARTICLE 9 - PUBLIC WORKS LAWS

Under Section 1720.2 of the California Labor Code, any construction contract to improve the space to be leased by the County of Monterey for government services may be considered a 'public work' if certain conditions are met. If applicable, LESSOR shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as amended from time to time.

ARTICLE 10 - TIME LIMIT AND PRIOR TENANCY

It shall be LESSOR'S responsibility to remove any prior LESSEE in the Premises at LESSOR'S sole cost and expense.

ARTICLE 11 - USE

11.1 ***Use:*** LESSEE shall use the Premises for general office space. LESSEE may alter said use to any lawful purpose, upon the written consent of LESSOR, which consent shall not be unreasonably withheld.

11.2 ***Compliance with Laws:*** LESSOR represents and warrants to LESSEE that, to the best of LESSOR'S knowledge, the construction (including all LESSOR-constructed Premise Improvements), the current and proposed uses, and the operation of the Premises and the Common Areas are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSOR absolves LESSEE of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above. Said absolution excludes LESSEE installed improvements to the Premises such as phone/data cabling, support equipment, trade fixtures, and any other equipment installed by LESSEE and used to meet LESSEE'S operational needs.

11.3 ***Hazardous Substances:*** LESSEE shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the Premises or which result from LESSOR'S acts or omissions or which occur on any portion of LESSOR'S property not occupied by LESSEE, in each case unless, and only to the extent, caused by LESSEE. LESSOR will comply with all applicable laws concerning the handling and removal of any hazardous materials, including asbestos or polychlorinated biphenyl (PCB) containing materials. LESSOR warrants, to the best of LESSOR'S actual knowledge, that at the time of execution of this Lease, there are no known areas on LESSOR'S property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Nothing in this Lease shall be taken as LESSEE'S assumption of any duty or liability not otherwise imposed by law.

11.4 ***Environmental Hazards – Remediation Contractor Specifications:*** LESSOR hereby warrants and guarantees that the Premises and Common Areas will be maintained free of all Environmental Hazards (including hazards related to asbestos, leads, toxic mold spores or PCBs) and agrees to survey, test, and abate as applicable and in accordance with Environmental Protection Agency ("EPA") guidelines. A qualified industrial hygienist approved by LESSOR and LESSEE shall perform all testing and development of an abatement work plan as deemed necessary, with the test results/reports/plans forwarded to LESSOR and LESSEE upon completion. LESSOR further agrees to contract with a qualified remediation contractor to provide remediation services as specified in **EXHIBIT C-5 – REMEDIATION CONTRACTOR SPECIFICATIONS** on an as needed basis. LESSOR specifically agrees that any costs related to abatement of Environmental Hazards shall be the LESSOR'S responsibility unless, and only to the extent, caused by LESSEE.

LESSEE shall immediately notify LESSOR of any suspected appearance of toxic mold spores and of any conditions (such as excessive moisture) that may lead to the appearance of toxic mold spores, and LESSOR agrees to investigate same.

LESSEE may request that LESSOR hire a qualified industrial hygienist, approved by LESSOR and LESSEE, to perform indoor air quality testing/surveying for the Premises and the Common Areas of the building as described in **Article 1.2** with the understanding that if test results reveal that unacceptable levels (as determined by EPA guidelines) of Environmental Hazards are not present, LESSEE will reimburse LESSOR the cost of the testing within thirty (30) day of receipt of invoice from LESSOR. By

providing for and requesting air quality testing, LESSOR'S duties and obligations are not diminished and LESSEE does not assume or agree to share in LESSOR'S duties and obligations in respect of maintenance of the Premises.

ARTICLE 12 - SIGNS AND FIXTURES

LESSEE may place such signs and advertisements upon the Premises as LESSEE may desire, subject to compliance with applicable law and approval by the LESSOR which consent shall not be unreasonably withheld provided, however, that at the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal. Any trade fixtures, equipment, furniture, demountable walls, and other movable personal property installed in the Premises by and at the expense of the LESSEE shall remain the property of the LESSEE, and the LESSOR agrees that the LESSEE shall have the right at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other movable personal property which it may have stored or installed in the Premises, provided that LESSEE repairs any damage caused by such removal. The LESSOR agrees not to mortgage or pledge the LESSEE'S trade fixtures, equipment and other property.

ARTICLE 13 - SERVICES AND UTILITIES

Services and utilities for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT D – SUMMARY OF SERVICES AND UTILITIES** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. As stated in **EXHIBIT D**, the term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

ARTICLE 14 - REPAIR AND MAINTENANCE

14.1 ***LESSOR and LESSEE Obligations:*** The respective repair and maintenance responsibilities of LESSOR and LESSEE are set forth in **EXHIBIT E – SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES,** attached and incorporated by this reference. As stated in **EXHIBIT E**, the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

14.2 ***Negligent Acts or Omissions of LESSEE:*** Notwithstanding the foregoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance to the extent required as a direct result of the negligence or willful misconduct of LESSEE.

14.3 ***Failure of LESSOR to Make Repairs:*** If LESSOR fails to maintain the Premises or to make the repairs required in this ARTICLE within the time periods as specified in ARTICLE 23.1, LESSEE may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

LESSOR agrees to perform all emergency repairs involving the Premises and the Common Areas with the utmost urgency. An emergency repair is a repair that is necessary in order to protect health and safety of persons or public property or to save the building's integrity. LESSEE agrees to make a diligent effort to contact LESSOR before it uses responsible judgment to contact the appropriate vendor identified in

EXHIBIT F – SERVICE CONTACT LIST attached hereto and incorporated by this reference, to perform emergency repair to protect health and safety of persons or public property or to save the building's integrity.

14.4 ***LESSOR/LESSEE Obligations in Applying Noxious Substances:*** LESSOR, its officers, employees, and agents shall not apply or install any substance as part of any building construction, remodel, renovation, maintenance or repair which would cause an injurious, unsafe or hazardous condition to occupied spaces without prior notification of the LESSEE. Prior notification and approval shall be made at least 48 hours prior to the desired application or installation time to the LESSEE as identified under ARTICLE 6. Also, a Product Safety Data Sheet shall be furnished by the proposed applicator or installer to the LESSEE. Examples of such substances or materials may include, but are not limited to, the following:

a. Termite Control Materials
b. Pesticides
c. Paint (excluding routine minor touch up in the common areas)
d. Water Treatment Chemicals
e. Carpeting, Pressed Wood Products, Insulation, Plastics and Glues
f. Texture and Joint Compounds
g. Roofing Material
h . Construction Cleaning Solutions
i. Any other substance that is or could be construed as hazardous (excluding common janitorial cleaning supplies)

In the event of any building construction, remodel, renovation, maintenance or repair to the Premises or other areas to the building which the Premises is a part of, LESSOR, to the best of LESSOR'S ability, shall exercise precautionary and protective measures to ensure the health, safety and general well being of the occupants and or invitees of the Premises. Examples of precautionary and protective measures may include, but may not be limited to:

a. Isolating or disconnecting heating ventilation and air-conditioning (HVAC) systems.
b. Performing work on the weekends and/or outside normal business hours.
c. Installing appropriate plastic containment systems for egress and egress to and from the building construction, remodel, renovation, maintenance or repair area.
d. Using a HEPA vacuum to clean up dust and debris from the Premises after work is done.
e. Compliance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) and State of California, Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.

No activities shall be taken (or failed to be taken) that would violate any Federal or California Occupational Safety and Health Administration (OSHA) standards.

ARTICLE 15 - SERVICE COMPANIES

Within ten (10) days after occupancy of the Premises by LESSEE, LESSOR shall give LESSEE a list (see **EXHIBIT F**) of the names, addresses and telephone numbers of an agencies or persons convenient to LESSEE as a local source of service with regard to LESSOR'S responsibilities under **EXHIBIT D** and **EXHIBIT E** of this Lease. If LESSOR fails to provide such list, LESSEE may choose service companies as needed and without penalty from LESSOR and shall have the right to offset the cost of such services as provided in ARTICLE 14.3.

ARTICLE 16 - ALTERATIONS, MECHANICS' LIENS

16.1 ***Alterations:*** Except for the Premise Improvements, no alterations or improvements shall be made to the Premises by LESSEE or at LESSEE'S request without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

16.2 ***Condition at Termination:*** Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered to LESSEE, reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by LESSOR excepted.

16.3 ***Mechanic's Liens:*** LESSOR and LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such party.

ARTICLE 17 - ASSIGNMENT AND SUBLETTING

LESSEE may assign or sublet all or any portion of the Premises for uses compatible with those permitted in this Agreement. LESSE shall provide prior written notice to LESSOR of its intent to sublet or assign, no less than 30 days prior to entering into any agreement to sublet or assign any portion of the Premises.

ARTICLE 18 - ENTRY BY LESSOR

LESSEE shall permit LESSOR and LESSOR'S agents to enter the Premises, with reasonable advance notice (except in the case of emergency that threatens the integrity of the building), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of LESSEE'S business. Such entry shall also be done in accordance with ARTICLE 30.7 of this Lease. In effecting any entry into the premises, LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information, and including protection of the privacy of clients and patients.

ARTICLE 19 - INSURANCE AND INDEMNIFICATION

LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and to the extent arising out of the use of the Premises by the LESSEE, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR.

LESSEE shall maintain public liability and property damage coverage or program of self-insurance with liability limits of not less than $1,000,000 for injury or death to one or more persons and property damage limits of not less than $50,000 per occurrence insuring against all liability of LESSEE and its authorized representatives arising out of and in connection with LESSEE'S use or occupancy of the Premises.

LESSOR, during the term hereof, shall indemnify, defend and hold harmless the LESSEE from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent arising out of acts or omissions of the LESSOR, excepting however, such claims and demands whether for injuries to persons or loss of life, or damage to property, to the extent caused by acts or omissions of the LESSEE.

LESSOR agrees that it will keep insured against loss or damage by fire, at full replacement value, the Building, which insurance shall be, at a minimum, comparable to the coverage and amounts of insurance that are carried by reasonably prudent landlords of comparable buildings in the City of King City.

ARTICLE 20 – CONFIDENTIALITY OF LESSEE'S SERVICES/CLIENTS

LESSOR recognizes and understands that LESSEE'S services, identity of clients, and records relate to a confidential relationship between the LESSEE and its clients, and LESSOR agrees that, in its interaction with LESSEE, its clients and records, whether through itself, its employees, or its agents, it will maintain such confidences as might become available to it and not release or divulge such confidential identities, information, or records; provided that all such confidential items are maintained in a locked environment and that any confidential items are shredded prior to disposing of them in trash receptacles. **LESSOR and LESSEE shall consider the entire Premises a locked environment.** LESSOR and its agents shall exercise all possible care to preserve and maintain the confidentiality of any records and information, consistent with state and federal privacy laws relating to private and medical information. This includes protection of the identity of patients, clients, and users of the Premises.

ARTICLE 21 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the rentable area of the Premises unusable for the purpose intended, LESSOR shall effect restoration of the Premises as quickly as is reasonably possible, but in any event restoration shall begin within thirty (30) days after such destruction.

If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same. If LESSOR under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, LESSEE, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where LESSEE has not terminated the Lease as herein provided, LESSOR shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within thirty (30) calendar days from the work commencement date, for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), LESSEE shall have the option to terminate this Lease. LESSEE shall assist LESSOR with obtaining all applicable building permits if necessary.

LESSOR and LESSEE understand that, in normal circumstances, work cannot commence before a building permit is obtained. Time deadlines set forth herein shall not commence before required permits are issued. LESSOR warrants to diligently pursue issuance of said permits.

If LESSEE remains in occupancy of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the rentable square feet LESSEE is thus precluded from occupying, bears to the total rentable square feet in the Premises. For purposes of this ARTICLE 21, "rentable square feet" shall mean actual inside dimensions and shall not include public areas.

ARTICLE 22 - DEFAULT BY LESSEE

22.1 ***Default:*** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR'S option, exercise any or all rights available to a LESSOR under the laws of the State of California:

a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default, or
b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter diligently pursue such cure to completion, or
c. LESSEE is adjudicated bankrupt, or
d. LESSEE'S lease interest is sold under execution of judgment.

22.2 ***Remedies:*** If LESSEE fails to cure a prospective default within the time frames outlined above, if any, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

ARTICLE 23 - DEFAULT BY LESSOR

23.1 ***Default:*** LESSOR shall not be in default unless LESSOR fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by LESSEE to LESSOR specifying wherein LESSOR has failed to perform such obligations. If the nature of LESSOR'S obligation is such that more than thirty (30) days are required for performance, then LESSOR shall not be in default if LESSOR commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. LESSEE'S obligation to provide written notice to LESSOR of a default by LESSOR is limited to those instances where knowledge of LESSOR'S default is within the actual knowledge of LESSEE.

23.2 ***Remedies:*** If LESSOR fails to cure a prospective default within the time periods outlined above, LESSEE shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSEE elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSOR to LESSEE within thirty (30) days of receipt of LESSEE'S invoice for said costs. However, upon LESSOR'S failure to so reimburse timely, at LESSEE'S option, said costs shall be withheld from rent due hereunder. If LESSOR'S default hereunder prevents LESSEE'S use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

ARTICLE 24 - CONDEMNATION

If more than ten percent (10%) of the floor space area of the Premises is taken or condemned for a public or quasi-public use, or the part taken renders the entire Premises insufficient for the conduct of LESSEE'S business and operations, then this Lease shall terminate at the option of LESSEE as of the date title shall vest in the condemner. If only part of the Premises is taken and the remainder of the Premises is sufficient for the conduct of LESSEE'S business and operations, then LESSOR shall restore the Premises to a single architectural unit and the Lease shall continue as to the part not taken, but the monthly rent shall be reduced in proportion that the rentable area of the Premises taken bears to the rentable area of the Premises before the taking.

ARTICLE 25 - HOLDING OVER

If LESSEE remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a two month-to-two month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon sixty (60) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

ARTICLE 26 - WAIVER

Any waiver of any term or condition of this Lease must be in writing and signed by LESSEE and LESSOR. The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party consent to any breach of any term, covenant or condition, nor shall either party be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 27 - QUIET POSSESSION

LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR or any person claiming under LESSOR, subject to the terms of this Lease. LESSOR, to the best of LESSOR'S ability, shall also be responsible for ensuring that all other tenants in the building or complex do not interfere with the quiet enjoyment of the LESSEE.

ARTICLE 28 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the LESSOR'S interest or estate in the property provided that the mortgagor or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of LESSEE hereunder be disturbed if LESSEE shall not then be in default under the terms of this Lease, and LESSEE shall attorn to the purchaser at such foreclosure, sale or other action or proceeding. The foregoing subordination shall be effective without the necessity of having any further instruments executed by LESSEE, but LESSEE shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by LESSOR or any mortgagee or beneficiary.

ARTICLE 29 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

30.1 ***Amendment:*** This Lease may be amended or modified only by an instrument in writing signed by LESSEE and LESSOR.

30.2 ***Time is of the Essence:*** Time is of the essence of in each and all of the provisions of this Lease.

30.3 ***Binding Effect:*** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

30.4 ***Invalidity:*** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.5 ***Authority:*** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

30.6 ***Interpretation of Conflicting Provisions:*** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

30.7 ***Successors and Assigns:*** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, permitted assigns, and heirs.

30.8 ***Headings:*** The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

30.9 ***Governing Law:*** This Lease shall be governed by and interpreted under the laws of the State of California.

30.10 ***Construction of Lease:*** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this lease or any amendment to this Lease.

30.11 ***Counterparts:*** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

30.12 ***Integration:*** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSEE signs this Lease.

ARTICLE 31 - MAJOR APPLIANCES

Installation of major appliances such as vending machines, refrigerators, stoves, etc., must be approved by LESSOR prior to installation. The LESSOR will grant installation approval for new appliances only. Such approval shall not be unreasonably withheld.

ARTICLE 32 – PROPERTY TAX EXEMPTION

LESSOR will cooperate with LESSEE and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the Premises pursuant to ARTICLE XIII, Section 3 of the California Constitution. LESSOR will apply the amount of any reduction of tax resulting from such exemption either in the form of a cash payment or of rental credit to LESSEE as soon as possible after LESSOR

receives the benefit of tax exemption.

If such exemption is granted for a fiscal year which is, in whole or in part, after the date of expiration or earlier termination date of this Lease, then, with respect to that portion of such fiscal year which is after the expiration of the term of this Lease, LESSOR will pay LESSEE the amount of such reduction of tax in cash.

ARTICLE 33 - PUBLIC TRANSPORTATION

LESSOR and LESSEE shall cooperate to make public transportation (bus service) available to the site in which the Premises are a part of. The service level of this public transportation will be sufficient to service the employees who will work at the site as well as LESSEE'S clients and customers who need access by public conveyance to and from the site.

ARTICLE 34 – ALTERNATE ENERGY

LESSOR and LESSEE agree to work together to explore options to install solar and/or other alternate energy options and enhancements to the Premises. In the event any alternate energy enhancement creates a tax deduction, PG&E rebate or any other form of monetary credit to LESSOR, LESSOR further agrees to pass to LESSEE said monetary credit to defray LESSEE'S operational cost for the Premises as identified in **Exhibits D** and **Exhibit E** of this Lease.

ARTICLE 35 – CUSTODIAL SERVICE SPECIFICATIONS

Custodial Service Specifications for the Premises shall be furnished and the cost borne as outlined in **EXHIBIT G – CUSTODIAL SERVICE SPECIFICATIONS** attached and incorporated by this reference. In the event of failure by LESSOR to furnish, in a satisfactory manner, any of the service specifications for the Premises for which LESSOR is responsible or to the Common Areas, LESSEE may furnish the same if LESSOR has not undertaken to correct such failure within fifteen (15) days after written notice, and, in addition to any other remedy LESSEE may have, LESSEE may deduct the amount thereof, including LESSEE'S service costs, from rent or other remuneration due LESSOR hereunder. The term "adequate" shall mean sufficient enough to ensure the health, safety and general well-being of the occupants or invitees of the Premises; the term "deemed necessary" shall mean that LESSOR and LESSEE are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the occupants and or invitees of the Premises.

ARTICLE 36 - PROPOSITION 65 WARNING

If applicable to the Premises which are the subject of this Lease, LESSOR AND LESSEE agree to post the **CALIFORNIA PROPOSITION 65 WARNING** on the Premises in substantially the same form as follows set forth in **EXHIBIT H - CALIFORNIA PROPOSITION 65 WARNING** attached and incorporated by this reference.

LESSEE: (County of Monterey)

By: _____
Michael R. Derr

Title: Contracts/Purchasing Officer

Date: 10-17-14

APPROVED AS TO FORM & LEGALITY:
(County Counsel)

By: _____
Mary Grace Perry

Title: Deputy County Counsel

Date: 9/23/2014

APPROVED AS TO FISCAL PROVISIONS:
(County Auditor/Controller)

By: _____
Name:

Title: [Assistant] Auditor Controller

Date: 9-23-14

APPROVED AS TO LIABILITY PROVISIONS:
(County Risk Management)[2]

By: _____
Name:

Title: Risk Manager

Date: _____

LESSOR: King City Town Square, LLC

By: _____

Name: Chris G Davis

Title: Managing Partner

Date: 9-12-14

By: _____

Name: Andrew Davis

Title: Partner

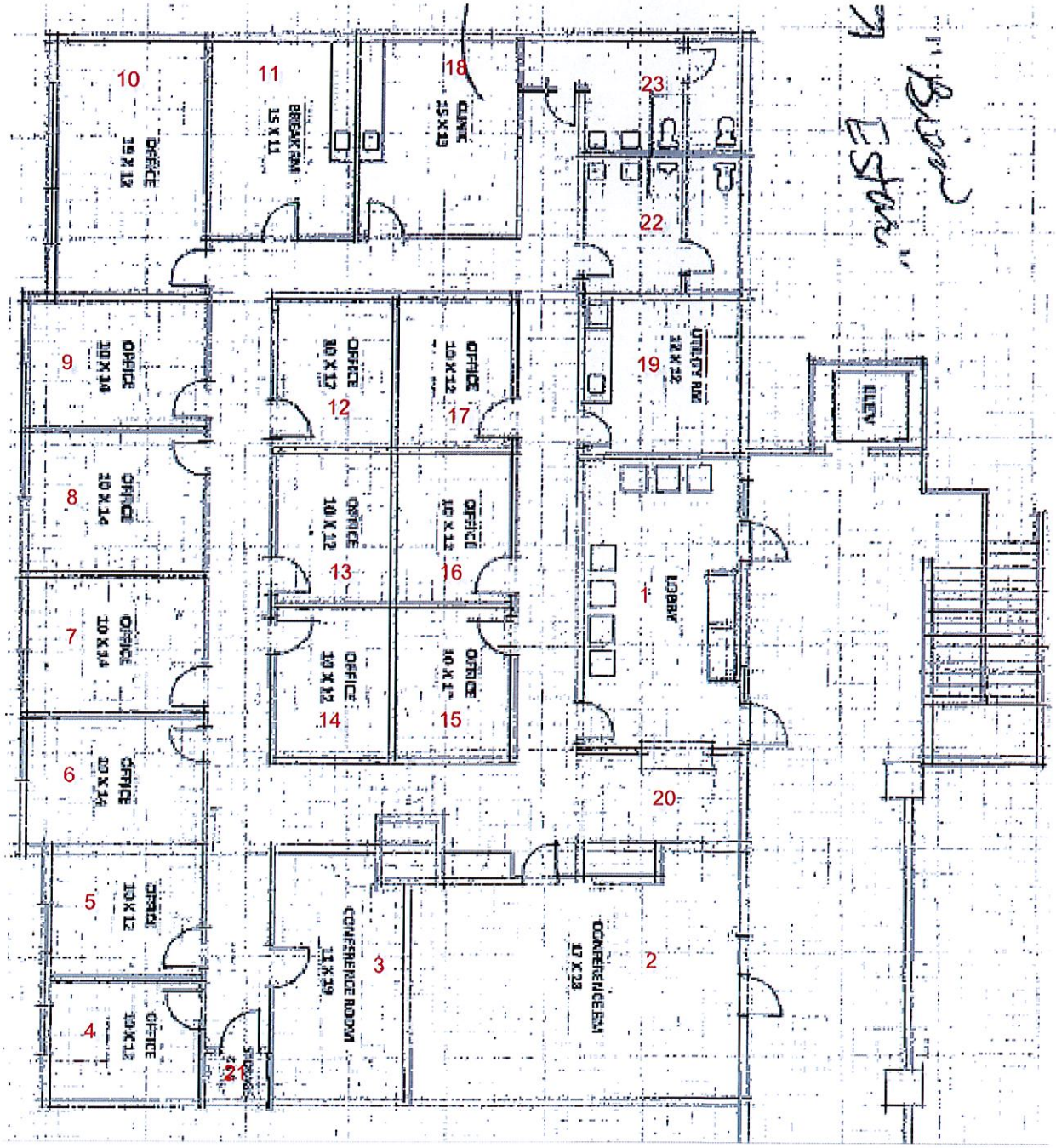
Date: 9-12-14

[2] Approval by Risk Management is necessary only if changes are made to ARTICLEs 19 and/or 20.

EXHIBIT A1

DESCRIPTION OF PREMISES

Current Basic Floor Plan Suite 70



Current Basic Floor Plan Suite 88

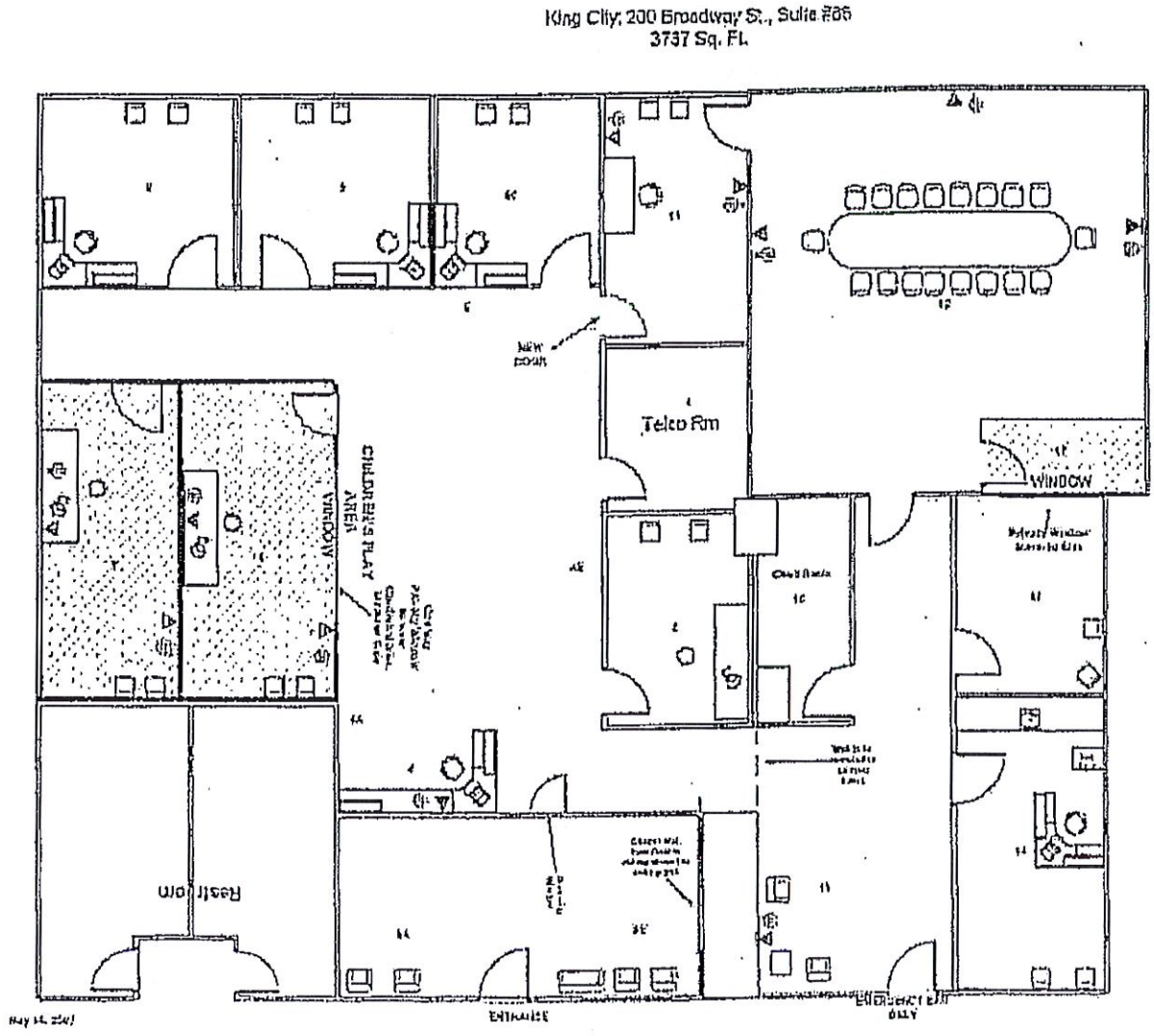


EXHIBIT A2

PARKING PLAN

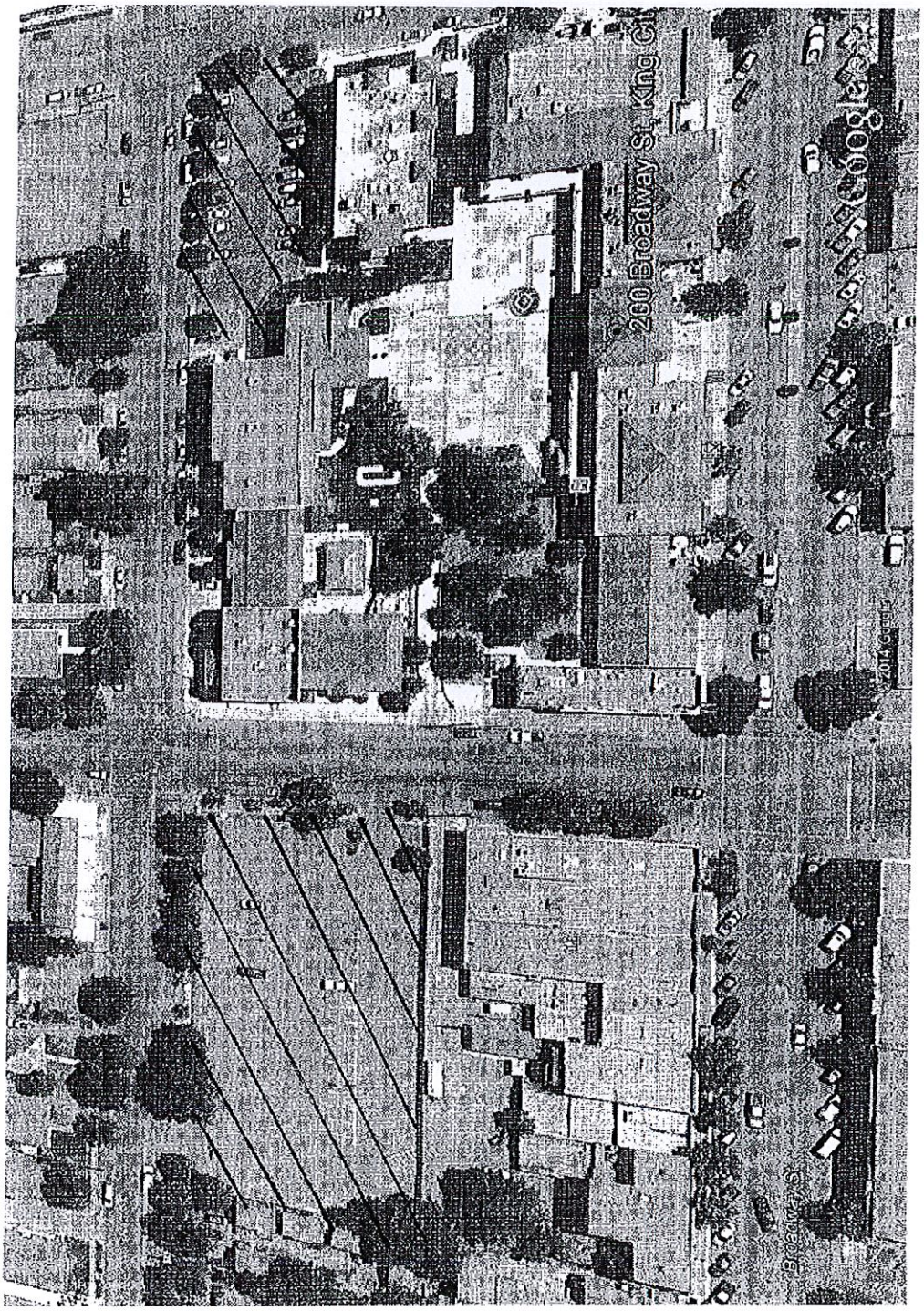


EXHIBIT B

STATEMENT OF SEISMIC ADEQUACY

If the Premises are contained in a building constructed before 1973, or one of which has undergone major structural renovation since 1973, the LESSOR shall obtain from its design engineer a warranty, which contains the following:

Construction/renovation of the Building containing the Premises occurred in 2001. Construction/renovation plans have been determined to be in compliance with all building codes applicable to seismic safety.

LESSOR: King City Town Square, LLC

By: _____

Name: Chris C Davis

Title: Managing Partner

Date: 9-12-14

EXHIBIT C - 1

PREMISE IMPROVEMENTS

1. Premise Improvements:

   a. LESSOR shall construct all Premise Improvements in accordance with the Plans and Specifications as approved by LESSOR and LESSEE, which Plans and Specifications are or will be attached to this Exhibit C upon such approval. Premise Improvements must satisfy the Federal Americans with Disabilities Act, as and if applicable.

   b. Premise Improvements are generally described as follows: Convert the open space in Suite 70 to offices by constructing walls and doors to create an additional 17 rooms. One of the rooms will be constructed as a clinic exam room. Install counters, cabinets, sinks, areas identified in the drawing below.

   c. LESSOR shall commence construction of the Premises Improvement work at the earliest opportunity. Cost and schedule of Premise Improvement work shall be approved by LESSOR and LESSEE prior to commencement.

   d. LESSOR shall diligently pursue construction of approved Premises Improvement work and deliver the Premises to LESSEE in a condition suitable for occupancy no later than a date certain, that will be mutually established by LESSOR and LESSEE on or before the date LESSOR'S contractor commences construction of the Premise Improvements.

2. Construction Plans and Specifications, Change Orders and Delay:

   a. LESSOR shall provide for LESSEE'S approval the complete and detailed proposed Plans and Specifications for the Premises Improvements, the design of which shall conform to LESSEE'S approved program for use of the Premises.

   b. LESSEE shall provide LESSOR with written notice of its approval or disapproval of the Plans and Specifications within five (5) business days after receipt of such Plans and Specifications. If LESSEE disapproves the Plans and Specifications, LESSEE shall describe the reasons for its disapproval in reasonable detail in LESSEE'S notice of disapproval. LESSOR shall revise the Plans and Specifications to satisfy the issues giving rise to LESSEE'S disapproval and submit the revised Plans and Specification to LESSEE as provided in clause 2.a of this Exhibit C.

   c. During construction, LESSOR and LESSEE'S Representative (as defined below) shall confer periodically regarding the progress of the work and the approximate cost of the work completed. LESSEE'S Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to LESSOR, but no such change shall be made without the written approval of LESSOR, which approval shall not be unreasonably withheld. LESSOR shall approve or deny each LESSEE change order within four (4) business days, and LESSOR shall also provide to LESSEE'S Representative, by written notice to LESSEE, an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to LESSOR. No work based upon a change order shall be undertaken unless and until LESSEE'S Representative shall have approved (by notice to LESSOR) LESSOR'S cost estimate.

   d. If LESSOR determines that a change proposed by LESSEE will delay completion of the construction beyond the period allocated for such construction, LESSOR shall, within four (4) business days, notify LESSEE'S Representative of the estimated length of the delay caused by LESSEE'S request. LESSEE'S Representative shall advise LESSOR within two (2) business days after receipt of such notice as to whether LESSOR shall proceed with requested change, modification or alteration. LESSOR

shall not make the requested change to the Plans and Specifications without LESSEE'S approval of any proposed time extensions.

e. If LESSOR requires that LESSEE clarify or refine the Plans and Specifications, then LESSEE'S Representative shall meet with LESSOR for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after LESSEE'S receipt of LESSOR'S request therefore. No such clarification or refinement shall be deemed to be a change order.

f. If LESSOR determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then LESSOR shall, prepare and submit to LESSEE revised Plans and Specifications correcting any such omission or error. LESSEE shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

g. LESSOR shall not be responsible for any delays in the time for completion of construction resulting from LESSEE'S delay. For purposes herein, LESSEE'S delay in the completion of the construction of the Premise Improvements are delays that may arise solely as a result of: (1) LESSEE'S failure to comply with its obligations set forth in subsection b, d, e, or f, above, within the time specified; (2) any change directed by LESSEE after notification to LESSEE that the change will delay completion of the construction as provided in subsection d, above; or (3) extra time required to obtain any long lead items specified by LESSEE. For purposes herein, an item shall be considered a long lead item if LESSOR notifies LESSEE within fifteen (15) business days after receipt of LESSEE'S approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by LESSEE.

3. Approval of Plans by Public Authorities: Following LESSEE'S approval of the Plans and Specifications, LESSOR shall obtain approval of the Plans and Specifications for the Premises from all appropriate governmental agencies, and a copy of the Plans and Specifications, as approved by such governmental agencies, shall be dated and initialed by both LESSOR and LESSEE. LESSOR shall exercise due diligence in obtaining any such approval. LESSEE shall cooperate with LESSOR in obtaining all such approvals, and in this regard, LESSEE shall approve all revisions and changes to the Plans and specifications reasonably required by any governmental agency, with due diligence and without delays.

4. Quality of Work: All work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Premise Improvements shall be new unless otherwise specified in the Plans and Specifications.

5. LESSEE'S Access during Construction: LESSEE'S representative, agents, consultants and contractors ("LESSEE'S Representatives") shall have access to the Premises during the construction of the Premise Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. LESSEE'S Representatives on the Premises during construction shall cooperate with LESSOR'S contractor and not delay in any way the performance by LESSOR'S contractors or LESSOR'S representatives of any work (including but not limited to the construction of Premise Improvements).

6. Acceptance of Premises:

a. At any time during the construction of the Premise Improvements, LESSEE may reject any work that does not conform to the Plans and Specifications or does not meet good and workmanlike standards as reasonably interpreted by and at the sole discretion of the LESSEE.

b. Within five (5) business days after LESSOR delivers to LESSEE a list of work items remaining to be done or corrected and notifies LESSEE that the Premise Improvements are ready for inspection by LESSEE'S representative, LESSEE shall deliver to LESSOR a list of items that LESSEE shall have reasonably determined that LESSOR must complete or correct prior to LESSEE'S acceptance of possession in order for the work to conform to the Plans and Specifications. LESSOR shall immediately

commence to complete or correct the items listed by LESSEE, except those it contends are not justified. If LESSEE fails to deliver such a list within the five (5) business day period, LESSEE shall be deemed to have accepted the Premises subject to completion of the corrections on LESSOR'S list of corrections and to have approved the construction.

c. Acceptance by LESSEE shall not be unreasonably withheld.

7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered as indicated in ARTICLE 6 of the Lease to which this Exhibit is attached.

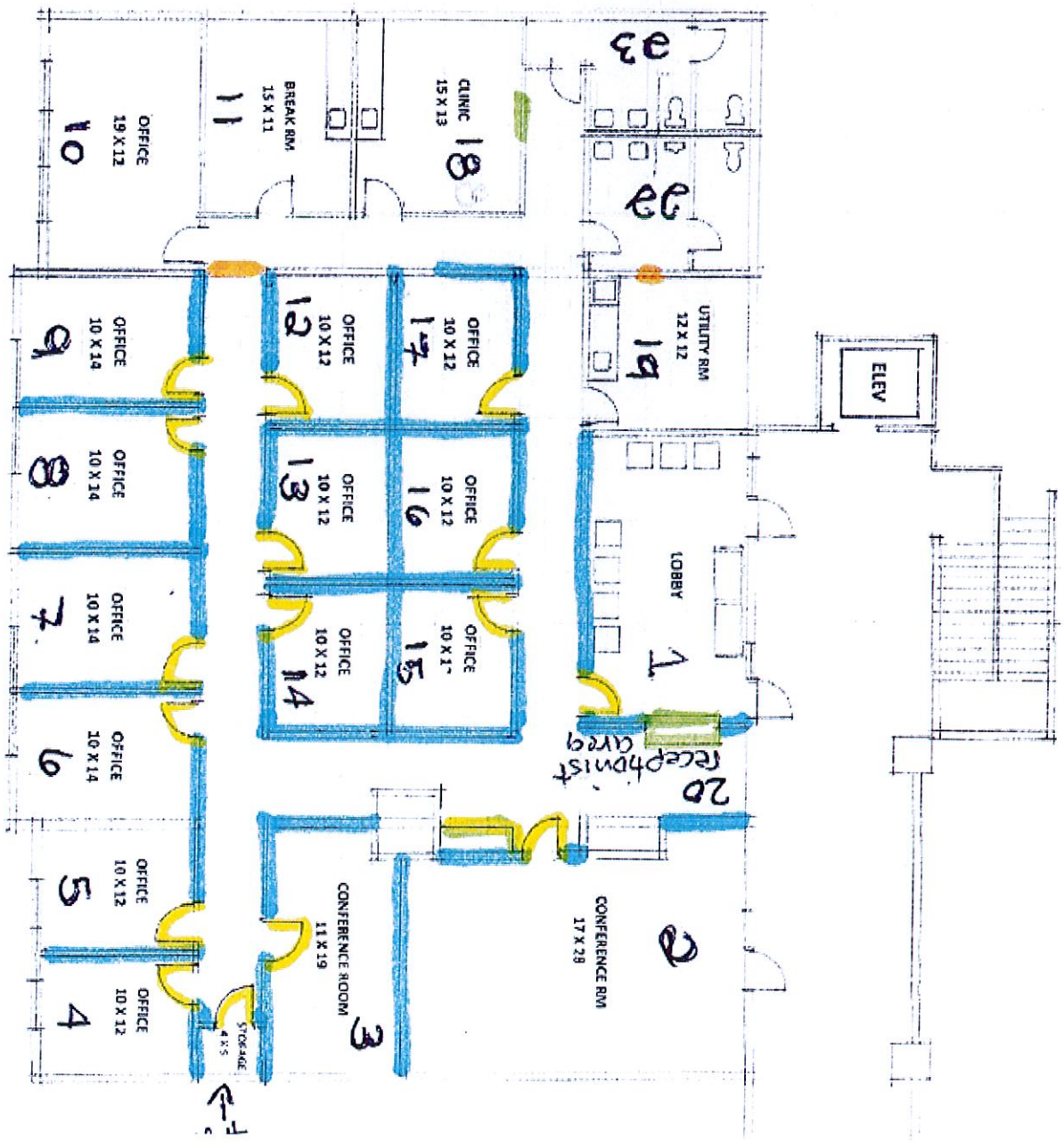
8. Notice of Non-Responsibility: LESSOR may post such notices of non-responsibility for payment to LESSEE contracted vendors as it reasonably deems appropriate in or around the Premises during the construction provided for herein.

9. Responsibility for Damage: If LESSEE installs equipment in the Premises prior to completion of the work hereunder, LESSEE shall bear the risk of loss to such equipment other than loss that is a result of negligence or willful misconduct by LESSOR, its agents or contractors.

10. Telecommunications/Data: Premise Improvements may include the installation of necessary telecommunications/data processing linkages, and alarm systems. Specification for telecommunications/data processing linkages and alarm systems will be developed and provided by the Monterey County Information Technology Department as specified in **EXHIBIT C-6 – COUNTY OF MONTEREY INFORMATION TECHNOLOGY CABLING STANDARDS** attached and incorporated by this reference.

EXHIBIT C- 2

PREMISE IMPROVEMENT PLANS AND SPECIFICATIONS



Suite 70: New office space

- Construct new walls at location shown on plan. New walls are to be constructed with insulation, covered on both sides with sheetrock and taped, textured, and painted. (walls are highlighted in blue)
- Install new doors and hardware as shown on plan. Doors will have a lock and key. (17 doors highlighted in yellow)
- Install: (Highlighted in green)
  1 safety glass to connect the lobby #1 and reception area #20
  1 Counter at the reception area in the lobby #1
  1 Counter space outside the conference room #2
  1 Sink - room # 18
  1 Counter – room #18
- Create: (highlighted in orange)
  1 specimen box pass through between rooms # 19 and restroom # 23
  1 opening where wall currently exists at end of hallway between rooms 12 and 9.
- Install new electrical outlets
- Add or move existing light fixtures and switches as required and as advised by a reputable licensed electrical contractor.
- Air conditioning and heating systems to be modified and balances to accommodate remodel. Ducting to be cleaned and filters changed prior to lessee occupancy.
- Replace damaged ceiling tiles as necessary.
- Exterior doors rekeyed.
- Rooms # 3,11,18 & 19 install new linoleum flooring
- Install new mini blinds throughout as necessary.

Suite 88 & Suite 70

- Both suite 88 & suite 70 will have new carpet in all individual offices, and hallways...
- New paint in a multi-color scheme. Sheen and colors to be confirmed by lessee prior to construction.
- Pull cabling from suite 88 to suite 70

Suite 88: Existing space

- Build wall with door to separate the conference room from the Parent Child Interaction Therapy Room.
- Install new linoleum flooring in lobby

Cabling

- Install (2) Cat6 blue riser cables and (2) Cat5e gray riser cables to 23 different locations.
- Install a 2'X2' wall-mounted data cabinet at new Intermediate Distribution Frame (IDF) located in Utility Room. Provide (2) 48 port Cat6 patch panels and (3) Rack Mount Unit horizontal wire-managers as per request.
- Install a 50 Pair riser rated telephone cable from new IDF to Main Distribution Frame (MDF) located on first floor. Cable will be terminated on new 66 blocks at MDF and a 300 pair Leviton 110 block style at IDF.
- Install a 6 strand 50mm fiber (laser optimized) riser rated cable from IDF to Suite 88 on second floor to existing Light Interface Unit panel. Cable will be terminating using SC 50mm fiber connectors. Fiber optic cable will be installed inside a three-quarter inch plastic inner-duct.

EXHIBIT C- 3

PREMISE IMPROVEMENT COSTS

Suite 70 & 88

1. Rough framing $8,000.00
2. Electrical $15,000.00
3. HVAC $15,000.00
4. Drywall texturing and Paint $12,000.00
5. Floor covering $40,000.00
6. 17 Doors and hardware $6,000
7. Trim $6,000
8. 2 Counters with sinks and one near conference room $6,000
9. Reception counter $2,000
10. Misc. $5,000
11. Fire Sprinkler $3,000
12. T-bar ceiling $8,000
13. IT installation $13,772
14. TOTAL $133,772.00

EXHIBIT C- 4

CONSTRUCTION SCHEDULE

Suite 70

Fire sprinkler October 1, 2014

Rough in HVAC October 3, 2014

Framing October 5, 2014

Rough Electrical and IT October 6, 2014

Trim and Doors October 6, 2014

Drywall and texture and paint October 7, 2014

IT completion October 9, 2014

T-bar Ceiling October 11, 2014

Floor covering and Finish carpentry October 13, 2014

Completion October 14, 2014

Certificate of Occupancy October 15, 2014

EXHIBIT C-5

REMEDIATION CONTRACTOR SPECIFICATIONS

A. Scope of Services

Remediation Contractor to provide treatment, cleanup, damage restoration and any other necessary remediation of:

•Water and/or sewage damage

•Mold, asbestos, lead, and polychlorinated biphenyl (PCB) contamination

•Fire and smoke damage

•Hazardous materials within the license and certification capabilities of the Remediation Contractor

•Human bodily fluids, including but not limited to blood, vomit, urine, feces, and saliva

•Routine sanitation cleanup

B. Work Standards

All work must be done in accordance with the California Health and Safety Code, California Occupational Safety and Health Act (OSHA), and other applicable laws and regulations. The Remediation Contractor must take all care to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

EXHIBIT C - 6

COUNTY OF MONTEREY INFORMATION TECHNOLOGY

CABLING STANDARDS (Page 1 of 3)

This document is to be used as a guide for voice and data cabling in all Monterey County facilities with the exception of Natividad Medical Center. Some of the requirements are dependent on specifications that are specific to a particular job and this information will be made available as necessary.

1. The cable plant shall be star configured, unshielded twisted pair (UTP) system capable of supporting data rates of 350 MBPS.

2. All riser and closet-to-closet voice wiring shall be unshielded twisted pair PVC rated, Outside Plant (OSP) rated for underground use, Riser rated, or Plenum rated as required by local Fire Marshall, and shall be EIA/TIA 568, 569 and TSB-36 Category 3 certified cable. This cable shall be tested for opens, shorts and reversals.

3. All riser and closet-to-closet data wiring shall be color coded tight tube 62.5/125 multimode fiber optic cable PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.

4. Only existing communications closets may be used for the termination of voice and data cable. Additional cable consolidation points and intermediate distribution frames will be added only with prior approval from the Monterey County Telecommunications Department.

5. All fiber optic cable shall be terminated on ST or SC connections as required by specific project specifications.

6. All fiber optic cable shall be installed in appropriate fiber optic interduct PVC, Outside Plant, Riser or Plenum rated as required by specific project specifications or the local Fire Marshall.

7. All Fiber optic cable shall be terminated in the equipment rooms in approved fiber optic LIU cabinets Leviton Part # 5R330-OAB or the equivalent with sufficient density to accommodate all fiber optic cable as specified in the project specifications.

8. The cable plant shall meet EIA/TIA-568 "Commercial Building Telecommunications Wiring Standard" and the maximum length of any UTP data drop SHALL NOT exceed 100 meters (322 feet) including patch cables and future jumper cables.

9. All data drop cabling shall be EIA/TIA 568, 569 and TSB-36 Category 5 enhanced certified (5E) cable.

10. All data drop cabling shall be 4 pair unshielded twisted pair, PVC rated, (Outside Plant (OSP) rated for underground use) (Plenum rated as required by local Fire Marshall), and Category 5 enhanced certified cable.

11. Approved cable supplier: Belden enhanced Data Twist CAT-5 #1700A (Blue color for data-1 Black color for data-2 unless otherwise requested) or its equivalent or data and Belden CAT-5 #1583A (Grey color for voice-1 White color for voice-2 unless otherwise requested) or its equivalent for voice.

12. All wiring closet data connecting hardware shall be EIA/TIA TSB-40 Category 5 enhanced certified cable.

CABLING STANDARDS (Page 2 of 3)

13. All wiring closet data connecting hardware shall be modular jack panels with RJ45 jacks on the front and 110 style insulation displacement connectors (IDC) for termination of the drop cable on the back.

14. The modular information outlets shall be housed in a four or six position wall plate.

15. The modular information outlet shall have an identification display and each outlet shall have the assigned specific identification number in the sequence assigned by an appropriate representative of Monterey County ITD displayed on it.

16. All modular jacks shall be eight position jacks with the pin/pair assignments utilizing EIA/TIA T568B.

17. Approved information outlet supplier: Leviton 5G108-R*5 (Orange color for data-1 Black color for data-2 unless otherwise requested) for data and Leviton 41108-R*5 (Ivory color for voice-1 White color for voice-2 unless otherwise requested) for voice.

18. Approved wall plate supplier: Leviton 41080-4IP (single-gang 4 port), 41080-6IP (single-gang 6 port), 42080-4IP (dual-gang 4 port), and 42080-6IP (dual-gang 6 port).

19. Approved surface plate supplier: Leviton 41089-4IP 4 port surface plates permanently attached to the appropriate surface.

20. The patch panel shall be Category 5 enhanced, 8-position modular jack panel with circuit board construction in all IC/MC locations. The 8-position modular jack patch panel shall be with wall mounted or rack mounted with cable management panels.

21. The patch panel shall meet EIA/TIA TSB-40 standards.

22. The patch panel shall be configured for 48 ports maximum or as requested.

23. Approved supplier for patch panels: Leviton #5G484-B48.

24. Approved supplier for vertical wire manager: Panduit #WMP-1and horizontal wire managers: Panduit #MVPVC45 and #MVPVS45 or approved equivalent.

25. All wiring closet voice connecting hardware shall be EIA/TIA TSB-40 Category 5 compliant.

26. All wiring closet voice connecting hardware shall be wall mounting 66 M150 connecting hardware for termination of drop cable. These blocks should be attached to the wall using Homaco 50M series wall racks and 89B brackets.

27. All data station drop cables shall be tested from the outlet device to the patch panel. Each wire/pair shall be tested at both ends.

28. Testing shall be made utilizing a hand cable tester meeting EIA/TIA 568 standards; all testing equipment shall be calibrated annually and shall have a dated certificate.

29. Printed test results shall be assembled and delivered to county's representative.

30. Test results for each 4 pair; UTP cable must be submitted with identification to match labels on all patch panels and 8 position modular jacks.

CABLING STANDARDS (Page 3 of 3)

31. All voice cables shall be tested for continuity, grounds, split pairs, polarity, shorts between wires, and shorts between pairs.

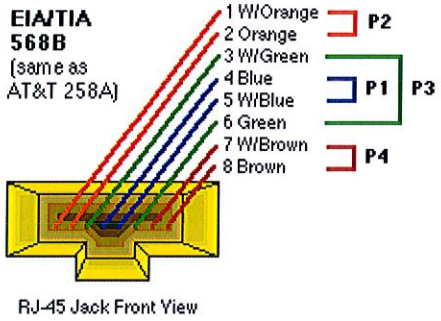


EXHIBIT D

SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises (not in common area)			X
Provide adequate custodial service for the interior of the Premises per schedule attached as Exhibit F, "Custodial Services Specifications"			X
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building as described in ARTICLE 1.2 (including steam cleaning or pressure washing sidewalks)		X	
Professionally clean carpets, rugs, tile and linoleum flooring as indicated in Exhibit F			X
Professionally clean existing drapes, blinds, and window shades as indicated in Exhibit F			X
Professionally clean interior windows as indicated in Exhibit F			X
Professionally clean exterior windows as indicated in Exhibit F		X	
Provide adequate pest control for the interior of the Premises		X	
Provide adequate pest control for exterior of Premises		X	
Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)		X	
Provide adequate parking lot area sweeping		X	
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X	
Provide adequate fire sprinkler systems testing		X	
Provide adequate fire alarm systems monitoring		X	
Provide adequate intrusion/security alarm systems monitoring			X
Provide adequate patrolled security guard service (to common area only, from 6 am to 9 pm M-F, and 7 am to 4 pm on Sat.) (Subject to change with mutual written consent)	X		
Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142		X	
Provide adequate servicing of uninterrupted power source (UPS)	X		
Provide adequate servicing of backup generator	X		
Provide adequate gas utility service for suite 88 as per ARTICLE 13		X	
Provide adequate gas utility service for suite 70 as per ARTICLE 13			X
Provide adequate electric utility service for suite 88 as per ARTICLE 13		X	
Provide adequate electric utility service for suite 70 as per ARTICLE 13			X
Provide adequate water utility service as per ARTICLE 13		X	
Provide adequate telephone and data service (including connection charges)			X

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

EXHIBIT E

SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of maintenance and repair responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

	N/A	LESSOR	LESSEE
Common Areas		X	
Foundations and Floor Slabs		X	
Elevators and/or Dumb Waiters		X	
Exterior and Bearing Walls		X	
Exterior Doors and Hardware		X	
Exterior Windows and Window Frames		X	
Roofs (including replacement if deemed necessary)		X	
Gutters, Drains and Downspouts		X	
Parking Lots		X	
Ceilings (damage due to roof leaks only)		X	
Fire Sprinkler Systems		X	
Fire Alarm Systems		X	
Intrusion/Security Alarm Systems (excluding common areas)			X
Heating, Ventilation and Air Conditioning (HVAC) Systems (including replacement if deemed necessary)		X	
Heating, Ventilation and Air Conditioning (HVAC) control switches, sensors and thermostats		X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)		X	
Plumbing Systems (including sewer and drain stoppages, and fixtures)		X	
Exterior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X	
Interior Light Bulbs and Fluorescent Light Tubes (replacement)			X
Interior Walls		X	
Interior Wall Surfaces (including repainting every 5 years if Premises wall surfaces are accessible)		X	
Interior Doors and Hardware		X	
Interior Windows and Window Frames		X	
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary and with the understanding that LESSEE pays for moving office furniture and equipment).		X	
Base and/or Moldings (including replacement if deemed necessary)		X	
Appliances (excluding common area)			X
Communication Systems (data/telephone cabling, connections and equipment)			X

***Notwithstanding the forgoing, LESSEE will pay to LESSOR the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of LESSEE, its agents, employees, contractors, guests, or invitees.**

****LESSEE will also pay to LESSOR the reasonable cost of any repair or maintenance required for LESSEE-installed improvements to the Premises, such as phone/data cabling, support equipment, trade fixtures, special door locks, and any other equipment used to meet LESSEE'S operational needs that are considered above normal general office space improvements.**

LESSOR and LESSEE contact information is detailed in ARTICLE 6 of this Lease.

EXHIBIT F

SERVICE CONTACT LIST (Page 1 of 2)

Item	Contact	Number
Back Up Generator		
Cabinets/Millwork		
Carpenter		
Ceiling Tile		
Electrical		
Electronic Gates and Garage Doors		
Elevator		
Elevator Phone		
Exterior Door and Hardware		
Flooring		
Fire Sprinkler System		
Fire Extinguisher Servicing		
Fire Alarm		
Heating & Air Conditioner		
Industrial Hygienist		
Interior Door and Hardware		
Janitorial for common areas		
Janitorial for the Premises		
Landscape Maintenance		
Light Bulbs & Fluorescent Tubes		
Locksmith		
Painting		
Pest Control		
Parking Lot Repair		

SERVICE CONTACT LIST (Page 2 of 2)

Item	Contact	Number
Parking Lot Sweeping		
Patrolled Security		
Plumbing		
Remediation of Env. Hazards		
Roofing System		
Roof Gutters & Downspouts		
Security Alarm Company		
Sewer & Drain Cleaning		
Tree Trimming & Removal		
Utility (Gas & Electric)		
Utility (Telephone)		
Utility (Water)		
Waste Disposal & Recycle		
Water Softening/Treatment		
Window Replacement & Repair		
Window Cleaning		

EXHIBIT G

CUSTODIAL SERVICE SPECIFICATIONS (Page 1 of 3)

DAILY SERVICE (Monday through Friday)
A. General Cleaning
1. Empty wastebaskets; replace liners, place trash in dumpster
2. Sweep outside of the Premises entrances
3. Remove graffiti from any interior walls
B. Floor and Carpet Care (including stairways)
1. Sweep and dust mop hard surface floors with treated mop
2. Vacuum carpeted floors and entry mats
3. Damp mop all spills on hard surfaces
4. Remove gum/candy from carpet/floors
C. Window Cleaning
1. Clean entry door and lobby glass, inside and outside
2. Clean interior partitions and counter glass
3. Clean interior/exterior door glass
D. Restroom Cleaning (including non-exclusive areas of the building)
1. Empty waste containers
2. Sweep and wet mop floors
3. Restock dispensers with the proper product (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
4. Clean and disinfect all restroom fixtures (common area to have extra service performed in mid-morning and mid-afternoon, M-F)
5. Unstop urinals, toilets and sinks (Notify LESSOR of necessary repairs.) (common area only)
6. Clean restroom mirrors and glass
7. Replenish air fresheners in all restrooms (common area only and as needed)
8. Remove graffiti from interior walls
9. Damp wipe all walls and partitions (as needed)
10. Clean around all door knobs and push plates
E. Dusting
1. Tops of all filing cabinets (only if cleared off and with notice posted by office worker)
2. Tops of desks where cleared (only if cleared off and with posted notice by office worker)
3. Table tops and counters where cleared

CUSTODIAL SERVICE SPECIFICATIONS (Page 2 of 3)

WEEKLY SERVICE (Fridays)
A. General Cleaning
1. Remove fingerprints from doors, walls, and light switches
2. Remove marks/clean door kick plates
3. Wash wastebaskets/trash receptacles inside and out
4. Wash all handrails
5. Clean around door knobs/push plates
B. Floor and Carpet Care (including stairways)
1. Damp mop all hard surface floors
2. Buff all hard surface floors using a high speed buffing machine
3. Spot clean all carpeted floors
C. Restroom Cleaning
1. Scrub all sinks with abrasive cleaner
2. Scrub inside toilets and urinals with acid-type bowl cleaner
D. Dusting
1. All windows and door sills
2. Ledges, baseboards, and partitions
3. All chairs
4. Remove cobwebs from ceilings, corners and crevices, etc.
BI-WEEKLY SERVICES (Fridays)
Dry shampoo all carpeted areas.
MONTHLY SERVICE (Last Weekend of the Month)
A. Floor and Carpet Care
1. Scrub and refinish all hard surface floors using an acrylic finish
2. Edge out all carpet areas (areas that are out of reach during normal vacuuming)
B. Restroom Cleaning (including non-exclusive areas of the building)
1. Wash all walls and partitions
C. Dusting
1. Vacuum all upholstered furniture
2. Clean all blinds, drapes and window shades
D. Additional requirements specific to Premises
1. Shampoo all upholstered furniture

CUSTODIAL SERVICE SPECIFICATIONS (Page 3 of 3)

QUARTERLY SERVICES (January, April, July, October)
A. General Cleaning
1. Wash exterior of all desks, filing cabinets, and tables
B. Floor and Carpet Care
1. Shampoo all carpeted areas using bonnet method
2. Strip and refinish all hard surface floors using an acrylic finish
C. Window Cleaning
1. Wash inside and outside windows
D. Dusting
1. High dust all light fixtures, HVAC vents and surface/ledges above six (6) feet.
BI-ANNUAL SERVICES (April and October)
A. Restroom Cleaning (including non-exclusive areas of the building)
1. Machine scrub restroom floors (porcelain tile floors)
ANNUAL SERVICES
A. Floor and Carpet Care
1. Steam/Extraction clean all carpeted areas

*** LESSOR and LESSEE agree that it may be necessary to modify the foregoing Custodial Service Specifications to better meet facility needs. Such modification shall be with mutual written consent. LESSOR and LESSEE acknowledge that additional costs may apply.**

EXHIBIT H

PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of _____.

> **"WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER."**

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as _____ engages in ongoing construction on and around the surrounding property.**

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. _____, has made no inquiries of our material suppliers concerning these matters. _____ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

Introduced: 2/5/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement between the County of Monterey and Salinas Valley Health Medical Center for the designation of Salinas Valley Health Medical Center as a Base Hospital for the provision of medical control and direction to advanced life support (ALS) prehospital Emergency Medical Services (EMS) personnel, for the term of execution through June 30, 2030, with no exchange of funds;
b. Approve non-standard indemnification and insurance provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not significantly change the scope of services.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement between the County of Monterey and Salinas Valley Health Medical Center for the designation of Salinas Valley Health Medical Center as a Base Hospital for the provision of medical control and direction to advanced life support (ALS) prehospital Emergency Medical Services (EMS) personnel, for the term of execution through June 30, 2030, with no exchange of funds;
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SUMMARY:

This item seeks approval of a non-standard agreement between the County of Monterey and Salinas Valley Health Medical Center to designate the hospital as a Base Hospital within the County's EMS system. The agreement formalizes a longstanding designation and outlines responsibilities for both parties, including compliance, performance standards, and reporting requirements. The agreement is effective through June 30, 2030.

DISCUSSION:

Salinas Valley Health Medical Center has served as a designated Base Hospital within the County of Monterey EMS system since 1988 under a prior memorandum of understanding. This historical designation has supported the provision of medical control and direction to advanced life support (ALS) prehospital EMS personnel.

The current agreement formalizes and modernizes the designation under current regulatory standards, including California Health and Safety Code Section 1798.100 and Title 22, Division 9 of the California Code of Regulations. It incorporates updated responsibilities, compliance expectations, and reporting requirements.

While there is no exchange of funds, the agreement is operationally significant and ensures continued alignment with EMS system goals and oversight.

OTHER AGENCY INVOLVEMENT / COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this agreement as to legal form.
This item was reviewed and supported by the EMS Agency leadership team.

FINANCING:
There is no impact on the General Fund with this action.
This agreement does not involve an exchange of funds but supports EMS system operations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement supports the Strategic Plan Goals of Well-Being Safe and Quality of Life and Resilient Communities by ensuring effective medical oversight and coordination within the EMS system, enhancing emergency response capabilities and patient outcomes.
_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: Kimberley Hernandez, Emergency Medical Services Analyst, 755-4738
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025-12-23 Base Hospital Designation Agreement SVH - Final

Introduced: 2/5/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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

Prepared by: Kimberley Hernandez, Emergency Medical Services Analyst, 755-4738
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025-12-23 Base Hospital Designation Agreement SVH - Final

Docusign Envelope ID: 033FC2BF-45BC-4C5A-A65B-B1BECBB9712C

DESIGNATION AGREEMENT FOR BASE HOSPITAL SERVICES BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AND SALINAS VALLEY HEALTH MEDICAL CENTER

This Base Hospital Designation Agreement (hereinafter "Agreement") is established by and between the County of Monterey Emergency Medical Services (EMS) Agency, a political subdivision of the State of California (hereinafter "County") and Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health (hereinafter "Hospital"), which maintains an acute-care hospital, Salinas Valley Health Medical Center, located at 450 E. Romie Lane; Salinas, CA 93901

RECITALS

WHEREAS, County has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code and has designated the County of Monterey Emergency Medical Services Agency as the local Emergency Medical Services Agency, hereinafter referred to as "EMS Agency" pursuant to Section 1797.200 of the Health and Safety Code;

WHEREAS, in the judgment of EMS Agency, a need exists for a base hospital to serve the EMS system in the County of Monterey;

WHEREAS, Hospital desires to act as a base hospital in the County of Monterey;

WHEREAS, Hospital has met all the requirements to functions as a Base Hospital;

WHEREAS by this Agreement, EMS Agency designates Hospital as a Base Hospital pursuant to Section 1798.100 et seq. of the Health and Safety Code and §100096.02 of the California Code of Regulations Title 22 Division 9.

NOW THEREFORE, County and Hospital agree that Hospital shall be a Base Hospital to provide medical control and direction to advanced life support (ALS) prehospital EMS personnel pursuant to the terms and conditions contained herein.

1. TERM OF AGREEMENT

The term of this Agreement shall be from the date of the last signature below to June 30, 2030. This Agreement shall expire at 11:59 p.m. on June 30, 2030, unless otherwise extended or terminated earlier in accordance with the provisions of Section 6 below.

2. COUNTY RESPONSIBILITIES

Docusign Envelope ID: 033FC2BF-45BC-4C5A-A65B-B1BECBB9712C

- To develop, implement, monitor, and evaluate on an ongoing basis the County of Monterey EMS system pursuant to applicable statutes, regulations, and EMS Agency Policies, Protocols, and Procedures.
- To develop, implement, and monitor EMS system Policies, Protocols, and Procedures.
- To develop, implement, and monitor compliance of prehospital procedures.
- To ensure the Hospital's compliance with all EMS Agency Policies, Protocols, and Procedures and all relevant state and federal regulations and statutes.
- To perform periodic announced site visits, to monitor contract performance and compliance or other specific requirements as determined by the County of Monterey EMS Agency. Site visits shall not unnecessarily interrupt Hospital's personnel or operations.

3. HOSPITAL RESPONSIBILITIES

Hospital shall perform the services described in EMS System Policy #5010-Advanced Life Support – Base Hospital Standards.

3.1 Compliance

Hospital shall comply with applicable Federal, State, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority and EMS plans, as well as EMS Policies, Protocols, and Procedures legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. Hospital shall keep in effect all licenses, permits, notices, and certificates that are required for its operations.

3.2 Sanctioned Employee

Hospital agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Hospital agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Hospital does employ such individual(s) or entity(ies), Hospital agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

3.3 Cooperation with County

Hospital shall cooperate with County and County staff in the performance of all work hereunder.

3.4 Performance Standard

Hospital shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Hospital's

Docusign Envelope ID: 033FC2BF-45BC-4C5A-A65B-B1BECBB9712C

profession. County has relied upon the professional ability and training of Hospital as a material inducement to enter into this Agreement. Hospital hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Hospital's work by County shall not operate as a waiver or release. If County determines that any of Hospital's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Hospital to meet with County to review the quality of the work and resolve matters of concern; (b) require Hospital to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 5 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. ADMINISTRATION

The EMS Agency Director, or designee, shall administer this Agreement on behalf of County and EMS Agency. EMS Agency shall audit and inspect records, monitor Hospital's services, and provide technical guidance as required. Hospital's Chief Executive Officer or designee shall administer this Agreement on behalf of Hospital.

5. TERMINATION

5.1 Termination Without Cause

Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

5.2 Termination for Cause

County may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events as determined by EMS Agency:

- Any material breach of this Agreement by Hospital.
- Any violation by Hospital of any applicable laws, regulations, or local ordinances.
- Submission by Hospital to EMS Agency reports or information that Hospital knows or should know is incorrect in any material respect.
- Loss or suspension of licensure as an acute-care hospital, loss, or suspension of any existing or future special permits issued by State or Federal agencies necessary for the provision of the services provided by Hospital under the terms of this Agreement.
- Any failure to comply with a plan of correction imposed by EMS Agency.
- Repeated failure to submit specified reports, data, or other information or participation required under this Agreement.

5.3 Opportunity to Cure

Docusign Envelope ID: 033FC2BF-45BC-4C5A-A65B-B1BECBB9712C

Prior to the exercise of County's right to terminate for cause, County shall give Hospital at least 30 calendar days' written notice (hereinafter "Correction Period"), specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. County may shorten the Correction Period to no less than 7 calendar days if County determines that Hospital's action or inaction has seriously threatened or will seriously threaten public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of County, or County has not approved a plan of correction within the Correction Period, County may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination. No opportunity to cure is required prior to County's termination of this Agreement for failure by Hospital to complete any plan of correction imposed by County.

5.4 Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 6.1 (Records Maintenance), (2) Section 6.2 (Right to Audit, Inspect, and Copy Records, (3) Section 7 (Indemnification), (4) Section 11 (Confidentiality), and (5) Section 15.5 (Applicable Law and Forum).

5.5 Authority to Terminate

The EMS Agency has the authority to terminate this Agreement on behalf of County. In addition, the EMS Agency Director in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

6. RECORDS

6.1 Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to EMS Agency when necessary for compliance with Section 6.2, below, and Section 3.4, above. Hospital shall maintain such records for a period of 7 years following completion of work hereunder.

6.2 Right to Audit, Inspect, and Copy Records

Hospital agrees to permit EMS Agency and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Hospital under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Hospital shall supply copies of all such records to EMS Agency. In those situations, required by applicable law(s), Hospital agrees to obtain necessary releases to permit EMS Agency, governmental agencies, or accrediting agencies to access patient medical records.

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6.3 Ownership of Information

Patient statistical information and other data furnished to EMS Agency pursuant to this Agreement shall be the property of EMS Agency.

6.4 Data and Reports

Hospital shall submit reports and participate in a health data exchange as requested by EMS Agency in a format and frequency to be determined by EMS Agency as necessary for quality improvement and evaluation of the County of Monterey EMS System. Hospital shall also participate in the EMS System QI Program by maintaining a QI plan and providing reports to the EMS Agency in a format and frequency to be determined by EMS Agency.

7. INDEMNIFICATION

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Hospital, that arise out of, pertain to, or relate to Hospital's performance or obligations under this Agreement. Hospital agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Hospital's performance or obligations under this Agreement. Hospital's obligations under this Article apply whether there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Hospital's expense, subject to Hospital's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE COVERAGE REQUIREMENTS

Without limiting Hospital's duty to indemnify, Hospital 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 $2,000,000 per occurrence, and $4,000,000 in the aggregate. *(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not*

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applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- Auto Liability Coverage: must include motor vehicles, including scheduled, non- owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence. *(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

- Workers' Compensation Insurance: if Hospital 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, Hospital 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 Hospital 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.)*

- Medical Malpractice Insurance Requirement: The Contractor shall procure and maintain, at its sole expense, medical malpractice insurance with coverage limits of not less than $2,000,000 per occurrence and $4,000,000 in aggregate.

- Cyber Security Insurance coverage: Contractor shall procure and maintain at it's sole expense, Cyber Security liability coverage with a limit of not less than $2,000,000 per occurrence and $2,000,000 aggregate for the duration of the contract. The policy shall provide coverage for, but not be limited to:

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- Data breaches, including notification costs, credit monitoring, and regulatory fines or penalties.
- Network security failures, including data theft, business interruption, and cyber extortion.
- Liability arising from unauthorized access, transmission of malicious code, or system failures.
- Costs associated with forensic investigation, legal expenses, and public relations efforts in response to a cyber incident.
- Privacy liability, including liability from the collection, use, and management of personally identifiable information (PII) and protected health information (PHI).

Prior to the execution of this Agreement by the County, Hospital shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Hospital has in effect the insurance required by this Agreement. Hospital 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. Hospital 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 Hospital and Hospital shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Hospital to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

9. CONFLICT OF INTEREST

Hospital covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

10. NONDISCRIMINATION

Without limiting any other provision hereunder, Hospital shall comply with all applicable Federal, State, and local laws, rules, and regulations regarding nondiscrimination in patient care because of race, color, ancestry, national origin, religion, sex, gender, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11. CONFIDENTIALITY

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The parties understand and agree to maintain the confidentiality of all patient information and records obtained while providing services under this Agreement in accordance with all applicable Federal and State statutes and regulations and local ordinances, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, which shall not be released to any third party except as required by law. This Article shall survive termination of this Agreement.

12. IMPLEMENTATION OF FEES

County reserves the right to implement fees to any applicant seeking initial designation and continuing designation as a Base Hospital within the County of Monterey in accordance with the Emergency Medical Services Act, Health and Safety Code 1797 et seq. The amount of the fee, frequency and form of payment shall be approved by the County of Monterey Board of Supervisors before being implemented.

A continuing designation fee that shall be based on the total cost associated with ongoing EMS system planning, quality improvement, and oversight activities incurred by the EMS Agency divided equally by the number of hospitals designated as Base Hospitals in the County of Monterey

13. ASSIGNMENT

Hospital shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until EMS Agency shall have so consented.

14. RELATIONSHIP OF PARTIES

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of Hospital. The parties intend that Hospital, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the way the work is performed. Hospital is not to be considered an agent or employee of County or EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits that County or EMS Agency provides its employees. If County exercises its right to terminate this Agreement pursuant to Article 5 (Termination), Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

15. MISCELLANEOUS PROVISIONS

15.1 No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any

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subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Hospital and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Hospital and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought to and tried in Salinas or the forum nearest to the city of Salinas in the County of Monterey.

15.6 Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by County.

15.7 Survival of Terms

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All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16. NOTICES

All notices shall be made in writing and shall be given by personal delivery, U.S. mail, courier service, or email. Notices be addressed as follows:

County: County of Monterey EMS Agency
1441 Schilling Place, Salinas 93901
831-755-5013
emsadmin@countyofmonterey.gov

Hospital: Salinas Valley Health
Attn: Office of the President/CEO
450 E. Romie Lane
Salinas, CA 93901

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the sender has a written confirmation transmission of the email; and (2) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below their respective signatures.

COUNTY OF MONTEREY	**HOSPITAL**
By: _____ EMS Director	Salinas Valley Memorial Healthcare District on behalf of its Salinas Valley Health Medical Center
Date: _____	Hospital Name*
By: _____ Department Head (if applicable)	By: _____
Date: _____	(Signature of Chair, President, or

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Approved as to Form and Liability Provisions

By: DocuSigned by: Anne Brenton A46094E5DE63489...
County Counsel

Date: 1/27/2026 | 12:52 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 1/29/2026 | 8:19 AM PST

Vice-President) *

Allen Radner, MD President/CEO
Name and Title

Date: 12/18/2025

By:
(Signature of President, Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Carla Spencer / Chief Nursing Officer
Name and Title

Date: 12/18/2025

Introduced: 2/11/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Chair to execute a minor Amendment (Amendment No. 1) to the Hitchcock Road Animal Services (HRAS)' Joint Powers Authority (JPA) Joint Exercise of Powers Agreement (JPA Agreement) to clarify the JPA's insurance coverage obligations and satisfy potential carrier requirements.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Chair to execute a minor Amendment (Amendment No. 1) to the Hitchcock Road Animal Services (HRAS)' Joint Powers Authority (JPA) Joint Exercise of Powers Agreement (JPA Agreement) to clarify the JPA's insurance coverage obligations and satisfy potential carrier requirements.

SUMMARY:

Staff requests that the Board approve a minor Amendment (Amendment No. 1) to the JPA Agreement to clarify the JPA's insurance coverage responsibilities The amendment would remove extraneous insurance requirements from the JPA Agreement and confirm that the JPA's sole insurance obligation is to maintain comprehensive general liability coverage, consistent with current practice and insurer requirements. Approval by the County and the City of Salinas is required to finalize the amendment, which was previously approved by the JPA Board by a 4/5 vote on November 20, 2025.

DISCUSSION:

JPA Staff and Risk Management have been working to secure insurance carrier quotes and comprehensive general liability coverage for itself and its governing Board. The JPA Agreement currently requires that the JPA also obtain insurance coverage for automobile liability, workers' compensation, and excess liability. (JPA Agreement at p. 9, § 3.9.) However, as Administering Agency, the County is responsible for these additional coverages. Consequently, a prospective carrier requested amendments to the JPA Agreement to clarify that the only coverage obligation the JPA actually has is for comprehensive general liability coverage.

On November 20, 2025, a 4/5 majority of the JPA Board approved these revisions. Both the County and the City of Salinas must also separately approve these changes and execute the amended JPA Agreement. Attached to this report are both a redlined and a clean copy of the proposed amended JPA Agreement. The only suggested edits are to remove the extraneous coverage requirements and to

conform language to reflect that only a singular coverage obligation remains.

Staff ask the Board to approve the JPA Agreement Amendment No. 1 and that the Chair of the Board execute the Amendment No. 1. The JPA is bringing the same Amendment to the City of Salinas' City Council for its approval, hopefully in March 2026.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and the Auditor-Controller have reviewed and approved this Amendment No. 1 as to legal form, and fiscal provisions, respectively. The Hitchcock Road Animal Services Agency Board of Directors reviewed and approved this amendment consideration during their JPA Board meeting on November 20, 2025.

FINANCING:
There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA001-8601) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Safe and Resilient Communities goal by ensuring clear and appropriate allocation of insurance coverage responsibilities, thereby reducing risk exposure and strengthening governance and operational resilience. Clarifying liability coverage aligns with key objectives related to effective risk management, fiscal responsibility, and continuity of public services.

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

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Reviewed by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Amendment No. 1, JPA Agreement, with proposed new insurance language (redlined)
Amendment No. 1, JPA Agreement, with proposed new insurance language (clean)
JPA Agreement (original fully executed)
Board Order

County of Monterey

Board Report

Legistar File Number: A 26-057

Item No.

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

March 10, 2026

Introduced: 2/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Chair to execute a minor Amendment (Amendment No. 1) to the Hitchcock Road Animal Services (HRAS)' Joint Powers Authority (JPA) Joint Exercise of Powers Agreement (JPA Agreement) to clarify the JPA's insurance coverage obligations and satisfy potential carrier requirements.

RECOMMENDATION:
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DISCUSSION:
JPA Staff and Risk Management have been working to secure insurance carrier quotes and comprehensive general liability coverage for itself and its governing Board. The JPA Agreement currently requires that the JPA also obtain insurance coverage for automobile liability, workers' compensation, and excess liability. (JPA Agreement at p. 9, § 3.9.) However, as Administering Agency, the County is responsible for these additional coverages. Consequently, a prospective carrier requested amendments to the JPA Agreement to clarify that the only coverage obligation the JPA actually has is for comprehensive general liability coverage.

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Staff ask the Board to approve the JPA Agreement Amendment No. 1 and that the Chair of the Board execute the Amendment No. 1. The JPA is bringing the same Amendment to the City of Salinas' City Council for its approval, hopefully in March 2026.

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FINANCING:
There will be no fiscal impact resulting from the approval of this action. Appropriations for this Agreement are included in the Health Department's (4000-HEA001-8601) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Safe and Resilient Communities goal by ensuring clear and appropriate allocation of insurance coverage responsibilities, thereby reducing risk exposure and strengthening governance and operational resilience. Clarifying liability coverage aligns with key objectives related to effective risk management, fiscal responsibility, and continuity of public services.

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

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Reviewed by: Cindy Burnham, Animal Services Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Amendment No. 1, JPA Agreement, with proposed new insurance language (redlined)
Amendment No. 1, JPA Agreement, with proposed new insurance language (clean)
JPA Agreement (original fully executed)
Board Order

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AMENDMENT NO. 1
TO THE
JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE COUNTY OF MONTEREY
AND THE CITY OF SALINAS,
JOINT POWERS AUTHORITY:
"HITCHCOCK ROAD ANIMAL SERVICES AGENCY"

THIS AMENDMENT NO. 1 to the JOINT EXERCISE POWERS AGREEMENT (the Agreement), Resolution No. 22-500 is made by and between the County of Monterey (COUNTY/Lead Agency), a political subdivision of the State of California and City of Salinas (CITY), established as the Joint Powers Agency: Hitchcock Road Animal Services (JPA/Agency) with respect to the following.

WHEREAS, on December 26, 2022 the County of Monterey and the City of Salinas entered into a JOINT EXERCISE OF POWERS AGREEMENT (JPA AGREEMENT), Resolution No. 22-500 for the term January 1, 2023 and until terminated pursuant to Article IX of the JPA AGREEMENT, for the use of the Animal Services Center and the provision of other animal services; and

WHEREAS, on January 1, 2023, Hitchcock Road Animal Services Agency (HRAS) was established with the objective of merging the City of Salinas and the County of Monterey entities, for the betterment of all animals in our communities' requiring services, as well as the residents and taxpayers of both entities, with the ability to utilize shared equipment, resources, and personnel; and

WHEREAS, the COUNTY serves as the Administering Agency for HRAS under the Joint Powers Act, encompassing the contracting parties: County of Monterey and City of Salinas; and

WHEREAS, Article III, Section 3.9 of the Agreement requires that HRAS obtain sufficient insurance "to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees" by obtaining comprehensive general liability insurance as well as excess liability, worker's compensation insurance, and automobile insurance; and

WHEREAS, the COUNTY's role as Administering Agency includes providing staff and vehicles to HRAS, meaning that the COUNTY's insurance covers all such obligations besides comprehensive general liability insurance; and

WHEREAS, HRAS has been working to obtain comprehensive general liability insurance coverage. As part of that process, a potential carrier asked HRAS to amend the JPA Agreement to clarify insurance coverage responsibilities as between the JPA and the COUNTY as the Administering Agency. The Amendment removes extraneous insurance requirements from the JPA Agreement and confirms that the JPA's sole insurance obligation is to maintain comprehensive general liability coverage, consistent with current practice and insurer requirements. Other coverages required by the JPA Agreement are covered by the County. Approval by the COUNTY and CITY is required to finalize the amendment, which was previously approved by a 4/5 vote of the JPA Board on November 20, 2025. There are no

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changes to the JPA AGREEMENT term of January 1, 2023 until mutually terminated.

NOW THEREFORE, HRAS hereby agree to amend the JPA AGREEMENT as follows:

1. **Section 3.9, "Indemnity and Insurance", Section 3.9, shall be amended and restated as follows,** "Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, a comprehensive general lability policy of insurance with coverage and a limit sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. The Board of Directors shall, from time to time, set the appropriate level of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an "additional insured" on each policy of insurance."

2. Except as provided herein, all remaining terms, conditions, and provisions of the JPA AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the JPA AGREEMENT.

3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

4. A copy of the Amendment No. 1 shall be attached to the original JPA AGREEMENT executed by COUNTY on December 26, 2022

5. This Amendment No. 1 is effective upon execution

************SIGNATURE PAGE TO FOLLOW************

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IN WITNESS WHEREOF, COUNTY and CITY have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY:	CITY OF SALINAS:
Chair or designee	Mayor
Monterey County Board of Supervisors	City of Salinas
Dated:	Date:

Approved as to Form:

DocuSigned by:
Robert I. Brayer
0B0AC6C2AA4A4A8...

Robert I. Brayer
Office of the County Counsel
County of Monterey
1/27/2026 | 12:18 PM PST

Approved as to Form:

City Attorney

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E70EF64E57454F6...

Patricia Ruiz
Office of the Auditor Controller
Auditor Controller Analyst I
1/29/2026 | 8:12 AM PST

DocuSign Envelope ID: 4A992E9C-DB8E-492D-8137-3CAFC484A1FD

JOINT EXERCISE OF POWERS AGREEMENT
Establishing the
Hitchcock Road Animal Services Agency

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") establishing the Hitchcock Road Animal Services Agency ("Agency") is made and entered into as of January 1, 2023 ("Effective Date"), by and among the public agencies listed on the attached Exhibit A (collectively referred to as "Member Agencies" and individually as "Member Agency") for the joint purpose of providing care, shelter, and services to animals.

RECITALS

WHEREAS, California Government Code Title I, Chapter 5, Division 7 (commencing with Section 6500) authorizes the Member Agencies to enter into an agreement for the joint exercise of any power common to them, and by that agreement, to create an entity that is separate from each of the Member Agencies; and

WHEREAS, each of the Member Agencies possess the power to provide Animal Services (defined in Section 1.15), including animal field services and animal shelter services, within their respective Jurisdictional Area (defined in Section 1.16); and

WHEREAS, the Member Agencies possess the authority to issue bonds, expend bond proceeds, borrow and loan money for certain public purposes, and handle finances within their Member Agencies pursuant to the California Government Code; and

WHEREAS, this Agreement is an appropriate means through which the Member Agencies may provide Animal Services because the Jurisdictional Areas of the Member Agencies are in close proximity to one another and are amenable to being served by the Animal Services and related Joint Facilities (defined in Section 1.20) under common administration and management and with the same equipment, resources, and personnel; and

WHEREAS, the Member Agencies desire to share their animal services expertise and to optimize their expenditures in connection with the provision of the Animal Services and related Joint Facilities; and

WHEREAS, the Member Agencies have the mutual goal to provide life-saving aid, care, shelter, and support services for animals and this Agreement is in the best interest of animal welfare, staff safety, and public safety; and

WHEREAS, the Member Agencies of Monterey County and the City of Salinas entered into an emergency Memorandum of Understanding due to California's COVID-19 state of emergency in April 2020, and said Member Agencies have successfully combined and shared services and staffing temporarily; and

WHEREAS, the separate provision, management, and administration of the Animal Services and related Joint Facilities in each Jurisdictional Area by each of their respective

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Member Agencies and use of separate facilities, resources, and personnel may result in duplication of efforts, inefficiencies in administration, and excessive costs; and

WHEREAS, in the judgment of the Member Agencies, the duplication of efforts, inefficiencies, and excessive costs can be eliminated or substantially reduced, to the substantial advantage and benefit of the animals, residents and taxpayers of all of the Member Agencies, if the administration and management of the related Joint Facilities, employing common equipment, resources, and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement;

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be gained, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

Section 1.11. Act means Article 1, Article 2, Article 3, and Article 4 (commencing with Section 6500) of California Government Code, Title 1, Chapter 5, Division 7, as it may be amended from time to time.

Section 1.12. Administrative Costs means those costs associated with administration and management of the Animal Services as detailed in Exhibit B. Said costs shall include, but are not limited to, costs associated with the provision of administrative supervisory services, human resources services, financial services, and dispatching services.

Section 1.13. Agency means the Hitchcock Road Animal Services Agency.

Section 1.14. Agreement means this joint exercise of powers agreement as it now exists or as it may from time to time be amended, supplemented, or as it may be modified by the addition of signatory parties or by any other supplemental agreement or amendment entered into, pursuant to the provisions of this Agreement.

Section 1.15. Animal Services means those services set forth in Exhibit B, which is attached hereto and incorporated by reference.

Section 1.16. Area and Jurisdictional Area mean that area within the respective jurisdictions of the Member Agencies.

Section 1.17. Board of Directors means the governing board of the Agency referred to in Section 1.13 and more specifically, described in Section 2.6. Director means an individual member of the Board of Directors.

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Section 1.18. Executive Director means the employee of the Lead Agency who is directly responsible to the Board of Directors and who is primarily responsible for the managerial oversight of the operations for the Agency, as further described in Section 3.5.

Section 1.19. Fiscal Year means the period from July 1st to and including June 30th of the following year.

Section 1.20. Joint Facilities means the Animal Services facilities, equipment, resources, and property to be owned, leased, managed, and operated by the Agency and, if necessary, any changes thereto.

Section 1.21. Lead Agency means the jurisdiction which is directly responsible to the Board of Directors and which is primarily responsible for the managerial oversight of the operation for the Agency, as further described in Section 3.5.

Section 1.22. Legislative Bodies means the governing bodies over each Member Agency, including but not limited to, City Councils and County of Monterey Board of Supervisors. Legislative Body means any such individual governing body.

Section 1.23. Major Policy Decisions means those issues that materially change either the levels of service or the budget.

Section 1.24. Member Agencies means all of the public agencies who are signatories to this Agreement, which, as of the initial Effective Date of this Agreement, is the City of Salinas and the County of Monterey. Member Agency means any such individual public entity.

Section 1.25. Operational Plan means a plan approved by the Board of Directors, which shall describe in detail the operation of the Agency. Said plan shall include: the anticipated cost of providing the services as described in Exhibit B; the area in which those services shall be provided; the level of service which shall be provided in each of those areas; the anticipated cost for operation and maintenance of the Joint Facilities; the process by which yearly budgets shall be established; the hours of operation; and any other operational, budgetary, and financial process which may be deemed to be necessary or appropriate by the Board of Directors.

Section 1.26. Quorum means the presence of over 50% of the Board of Directors.

Section 1.27. Rules of the Board means the bylaws, rules, regulations, or other directives of the Board of Directors for the conduct of its meetings and affairs as further described in Section 2.9.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Purpose. The purpose of this Agreement is to create the Hitchcock Road Animal Services Agency, which would allow the Member Agencies to exercise their joint powers to

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provide more efficient and economical Animal Services within the Area and would: 1) provide for the ownership, management, operation, and maintenance of the Joint Facilities; 2) implement the financing, acquisition, and construction of additions or improvements thereto, if needed; and 3) provide for the ownership, management, operations, and maintenance of any later acquired facilities or properties.

Section 2.2. Creation of Agency. Pursuant to the Act, there is hereby created a public entity to be known as the Hitchcock Road Animal Services Agency, or Agency, as defined in Section 1.13. The Agency, which shall administer this Agreement, is a public entity separate and apart from the Member Agencies. The debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party of this Agreement.

Section 2.3. Member Agencies. The Agency shall be composed of the County of Monterey and the City of Salinas, initially. Any other jurisdiction not named as a party to this Agreement who later wishes to join the Agency, may do so if approved by a vote of three-fourths (3/4) or more, of the Board of Directors of the Agency. Said approval shall be conditioned upon the Joint Facility having sufficient capacity to accommodate the new participant's needs, and the adoption of a resolution by the new jurisdiction's governing body authorizing execution of an agreement that shall bind them to fully participate financially in the Agency. The new participants shall also be required to provide a "buy-in" contribution as set forth in Section 2.10.

Section 2.4. Term. This agreement shall become effective on the Effective Date and shall continue in effect thereafter unless terminated pursuant to Article IX.

Section 2.5. Transition Plan. Upon the Effective Date of this Agreement, the Members and the Agency will enter into or extend current service agreements, as applicable, for a Transition Period which will be from the Effective Date through June 30, 2023. The Transition Period may be extended by mutual written agreement of the governing bodies of the Members. The Transition Period is intended to provide the Agency with an opportunity to become fully organized and operational without compromising existing services provided to the Members.

Section 2.6. Governing Board. The Agency shall be governed by a Board of Directors and shall be called the Hitchcock Road Animal Services Agency Board. Each entity which is a Party to this Agreement shall have representation on the Board as follows:

1. Two members representing the County Board of Supervisors to include the Board of Supervisors and County Administrative Officer, or their designates.

2. Two members representing the City of Salinas to include the Salinas City Council and City Manager, or their designates.

Pursuant to Government Code section 6506, the Agency Board of Directors is designated as the administrator of this Agreement and of the Agency's affairs and shall perform its duties and responsibilities in accordance with all provisions of this Agreement.

Section 2.6.1. All voting power of the Agency shall reside within the Board of Directors.

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Section 2.6.2. Each Legislative Body shall appoint alternate Directors for that Member Agency. The alternate Director may act as a Director in the absence of the Director appointed by that Legislative Body.

Section 2.6.3. All Directors and alternates shall serve four-year (4) terms but serve at the pleasure of the Member Agency that appoints them.

Section 2.6.4. All vacancies on the Board of Directors shall be filled by the respective Legislative Body within thirty (30) days of the effective date of the vacancy or as soon thereafter as the Legislative Body may legally act. Any Director or alternate Director shall cease to be a Director when such person ceases to hold the office or the position within the respective public entity that entitles that Director or alternate Director to a position on the Board of Directors.

Section 2.6.5. Board Committees. The Board may, from time to time, establish one or more standing or *ad hoc* committees consisting of Directors to assist in carrying out the purposes and objects of the Agency, including but not limited to, a Budget and Finance Committee, Planning Committee, and Executive Committee. The Board shall determine the purpose and need for such committees. Meetings of standing committees shall be subject to the requirements of the Brown Act.

Section 2.6.6. Advisory Committee. The Board shall establish an Advisory Committee that shall be designed to ensure participation and provide input to the Board of Directors from the communities represented within the JPA; additionally, the Advisory Committee may also provide professional guidance in areas not already supported by the Agency. The Advisory Committee shall serve in an advisory role to the Board of Directors and will consist of nine (9) members and appointment to the Advisory Committee, and governance regarding the Advisory Committee, shall be addressed in the Board of Directors Advisory Committee bylaws.

Section 2.6.7. Bylaws of the Board. The Board shall adopt, and from time to time amend by vote, the Bylaws of the Board as necessary or helpful in order for the Board to foster, facilitate or achieve the purposes expressed within this Agreement. These Bylaws shall govern all proceedings of the Board.

Section 2.7. Meetings of the Board of Directors. All meetings of the Board of Directors shall be public meetings, governed by the Brown Act, unless a specified closed session is held in accordance with the California Government Code.

Section 2.7.1. Regular Meetings. The Board of Directors shall provide for regular meetings (a minimum of four (4) per year) at a date, time, and place fixed by the Bylaws of the Board.

Section 2.7.2. Special Meetings. Special meetings and emergency meetings of the Board of Directors may be called in accordance with the provision of Section 54956, *et seq*., of the California Government Code, as may be amended from time to time. Special

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Meetings may be called by two or more Directors representing two or more jurisdictions. The meeting must be noticed in accordance with the Brown Act.

Section 2.8. Voting. All members of the Board will vote using weighted voting procedures based on the formula found in Exhibit C relating to the annual contributions to the Annual Budget pursuant to Section 6.3. The total percentage of operational funding for each Member Agency will be divided by the number of Directors representing that Member Agency to determine the percentage vote for each Director. A three-fourths (3/4) vote of the Board shall be required to approve the budget and Major Policy Decision, as defined in Section 1.23. Except as provided elsewhere in this Agreement, any action of the Board shall require a majority weighted vote of the Board.

Section 2.9. Conflict of Interest. The Agency Board shall adopt and thereafter maintain a conflict-of-interest code in compliance with applicable provisions of the Political Reform Act (Government Code Section 87300, *et seq.)* and the regulation adopted by the Fair Political Practices Commission (California Code of Regulations, Section 1870, *et seq*.).

Section 2.10. New Member Agencies. Subject to the requirements set forth in Section 2.3 above, it is the intent of the Member Agencies to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, of new parties to this Agreement and members of the Agency. A new Member Agency shall be required to make a "buy-in" contribution in an amount to be determined by a three-fourths (3/4) vote of the Board, and pay their share of annual operating costs and other expense pursuant to Section 6.3. For entities joining the Agency at any other date, other than the beginning of the Agency's fiscal year, cash contributions for operating costs shall be prorated for the reminder of the fiscal year. New agencies who receive all Animal Services described in Exhibit B shall have two (2) members on the Board, and new agencies who receive fewer Animal Services shall have one (1) Board member.

ARTICLE III
ORGANIZATIONAL STRUCTURE

Section 3.1. Chairperson and Vice-Chairperson. The Board shall elect a Chairperson and a Vice Chairperson from amongst its members at its first meeting and thereafter, at the first regular meeting of the Board for each calendar year. In the event of the disqualification of permanent inability of the Chairperson to serve the remainder of their term, the Vice Chairperson shall assume the duties of the Chairperson and the Board of Directors shall elect a new Vice Chairperson for the reminder of the that term.

Section 3.1.1. The Chairperson shall be authorized to sign all resolutions of the Board of Directors and all contracts on behalf of the Agency and shall perform such other duties as may be imposed by the Board of Directors, consistent with the terms and provisions of this Agreement and the Bylaws of the Board.

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Section 3.1.2. The Vice Chairperson shall be authorized to act as the Chairperson, exercise all of the power of the Chairperson, and perform all of the duties of the Chairperson in the temporary absence of the Chairperson.

Section 3.2. Secretary. The Executive Director shall designate an employee of the Lead Agency to serve as Secretary to the Board of Directors, who shall perform such other duties as may be imposed upon the Secretary by the Board of Directors and cause a copy of this Agreement to be filed with the California Secretary of State and the State of California, pursuant to Section 6503.5 of the Act. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Secretary.

Section 3.3. Treasurer. The Executive Director shall designate an employee of the Lead Agency to serve as Treasurer of the Agency. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Treasurer.

Section 3.3.1. The Treasurer shall be the depository and shall have custody of all of the accounts, funds, and money of the agency from whatever source. The Treasurer shall have the duties and obligation set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursement of the Agency.

Section 3.3.2. The books and records of the Agency shall be open to inspection at reasonable times by representatives of the Member Agencies. The Treasurer shall, within ninety (90) days after the close of each fiscal year of within sixty (60) days after the termination of this Agreement, give a complete written report of all financial activities of the fiscal year to the parties thereto.

Section 3.3.3. The Treasurer shall, in accordance with Section 6505 and 6505.6 of the Act, cause the books of account and other financial records of the Agency to be audited annually by an independent public accountant or certified public accountant.

Section 3.4. Officers in Charge of the Property. Pursuant to Section 6505 of the California Government Code, the Treasurer shall oversee, handle, and have access to all accounts, funds, and money of the Agency and all records of the Agency relating to such accounts, funds, and money. The Secretary shall oversee, handle, and have access to all other records of the Agency. The Executive Director, Animal Services Administrator or the supervisor of the Lead Agency in the absence of the Executive Director, shall oversee, manage, and have access to all physical property of the Agency.

Section 3.5. Management. The regular management of the operations and activities of the Agency shall be vested in the Executive Director, who shall be the Lead Agency's Animal Services Administrator, unless another is approved by the Board of Directors. Unless otherwise provided by the Bylaws of the Board or resolution of the Board of Directors, the Executive Director shall have the following powers:

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Section 3.5.1. To oversee, manage, maintain, and operate a shelter facility and provide animal support services and animal control services, including, but not limited to, food and shelter, veterinary aid, spaying and neutering, and care to animals; County and city licensing; adoption services; ordinance enforcement; community engagement and education; volunteers; animal control services in the field within the respective cities and unincorporated county; impounding of animals; and such other activities and services as deemed necessary or appropriate for animal welfare and public safety, pursuant to California law;

Section 3.5.2. To provide for the planning, design, and construction of any improvements or changes to the Joint Facilities and/or the leasing or remodeling of any existing facilities, or any new facilities to be operated by the Agency, as authorized by the Board of Directors;

Section 3.5.3. Except as otherwise provided in Section 4.2, to execute any contracts for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involve an expenditure by the Agency within the limits and in accordance with procedures to be established by the Agency in the manner provided for local agencies pursuant to Article 7, commencing with Section 54201 of Chapter 5 of Part 1 of Division 2 of Title 5 of the California Government Code;

Section 3.5.4. To execute contracts in an amount up to a limit set by the Board of Directors;

Section 3.5.5. To appoint, employ, and manage all personnel required by the Agency for maintenance and operation of the Animal Services and the Joint Facilities, and all other employees authorized by the Agency's budget and by the Board of Directors as either direct employees of the Agency, or if deemed necessary, as employees of the Member Agencies;

Section 3.5.6. To retain any consultants as authorized in the Agency's budget and by the Board of Directors;

Section 3.5.7. Subject to approval of the Board of Directors, to appoint, employ, and manage all consultants and contractors required to be retained in connection with the design of any changes or improvements to the Joint Facilities or construction of new facilities;

Section 3.5.8. To expend funds of the Agency and enter into contracts whenever required or for the immediate preservation of the public peace, health, or safety, subject to the subsequent ratification of the Board of Directors;

Section 3.5.9. To dispose of any personal property of the Agency as may be provided in the Bylaws of the Board of Directors or otherwise authorized by the Board of Directors;

Section 3.5.10. To approve and pay bills and expenses for the Agency of $50,000 or less, which are authorized in the Agency's budget;

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Section 3.5.11. To prepare and submit to the Board of Directors in time for revision and adoption by the Agency prior to March 1st of each year, the annual preliminary budget for the next succeeding Fiscal year referred to in Section 6.1;

Section 3.5.12. Generally, to supervise the acquisition, construction, management, maintenance, and operation of the Joint Facilities and personnel of the Agency;

Section 3.5.13. To perform such other duties as directed by the Board of Directors and report to the Board of Directors at such times and on such matters as the Board of Directors may direct.

Section 3.6. Legal Advisor. The legal advisor of, and provider of legal advice and services to, the Agency, shall be an attorney retained by the Agency for this purpose. The Board of Directors shall choose the attorney to retain and may choose to retain the services of a private attorney; the Board may alternatively choose to retain the County Counsel's office of Monterey County, or the City Attorney's office of the City of Salinas, for this purpose.

Section 3.7. Other Services. The Board of Directors shall have the power to appoint and employ such consultants and independent contracts as may be necessary for the purposes of and pursuant to this Agreement.

Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, a comprehensive general lability policy~~ies~~ of insurance with coverage and a limit~~s~~ sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. ~~The policies of insurance described herein shall include, but shall not be limited to, coverage for automobile liability, comprehensive general liability, workers' compensation, and excess liability~~. The Board of Directors shall, from time to time, set the appropriate level~~s~~ of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an "additional insured" on each policy of insurance.

ARTICLE IV
POWERS OF THE AGENCY

Section 4.1. General Powers. In the manner provided herein, the Agency shall exercise the powers common to each Member Agency as authorized by the laws of the California. As authorized by the act, the Agency shall be a public entity separate and distinct from the Member Agencies. The Agency shall have the power to finance, acquire, construct, manage, maintain, and operate the Joint Facilities. The Agency shall have all of the powers provided in Article 2 and Article 4 of the Act, unless specifically prohibited or restricted by the Agreement.

Section 4.2. Specific Powers. The Agency is hereby authorized to do all of the following:

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Section 4.2.1. Until such time that the Agency is fiscally able to hire an Executive Director and direct employees, Monterey County may serve as the Lead Agency. Services shall include, but not be limited to, the hiring and management of staff; the construction, management, maintenance, and operation of the Joint Facility; and the provision of Animal Services as set for in Exhibit B. Any modification to Exhibit B requires a three-fourths (3/4) vote of the Board of Directors.

Section 4.2.2. To make and enter into agreements in the name of the Agency within the limitations established by the Agency budget;

Section 4.2.3. At such time that the Agency is fiscally able, to employ agents or employees;

Section 4.2.4. To acquire, construct, manage, maintain, operate, hold, and convey real and personal property, including leasehold interests;

Section 4.2.5. To incur debts, liabilities, and obligations subject to the provisions of this Agreement, provided that no debt, liability, or obligation shall constitute a debt, liability, or obligation of any Member Agency;

Section 4.2.6. To participate in joint projects and cooperate with other agencies, counties, and local public or nonprofit groups;

Section 4.2.7. To apply for and accept grants, loans, or contributions from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing the activities of the Agency;

Section 4.2.8. To sue or be sued, in its own name, but not in the name of any Member Agency;

Section 4.2.9. To manage and invest, pursuant to Section 6505.5 of the Act, those funds not needed to fulfill the immediate needs of the Agency, as deemed advisable by the Agency in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

Section 4.2.10. To carry out and enforce all provisions of this Agreement.

Section 4.3. Bonds. The Agency shall have all of the powers provided in Article 4 of the Act, including the power to issue bonds.

Section 4.4. Oversight of the Board of Directors by Member Agencies' Legislative Bodies. The Agency shall have the responsibility of providing quarterly reports, in a format which will be determined by the Parties, and periodically attend Council or Board meetings as may be requested to provide information on the work of the Agency and to seek input.

ARTICLE V

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METHODS OF PROCEDURE

Section 5.1. Delegation of Powers. Each Member Agency hereby delegates to the Agency, the following powers: 1) the power to purchase, maintain, operate, and manage any Animal Services equipment, resources, and real property acquired by, or provided to, the Agency; and 2) the power to employ, contract for, or otherwise acquire the necessary personnel to fulfill the obligations of the Agency under the terms of this Agreement.

Section 5.2. Joint Maintenance and Operation Fund. The Board of Directors shall establish a joint interest-bearing maintenance and operation fund (hereinafter refer to as the "Operating Fund"), which the Agency shall use to pay all administrative and operation expenses of the Agency and the maintenance and operation costs of the Joint Facilities. Each of the Member Agencies shall pay into said Operating Fund, its proportionate amount of the annually budgeted maintenance and operation costs, computed in accordance with the provisions of Section 6.3 of this Agreement.

Section 5.3. Capital Acquisition, Improvement, and Replacement Fund. The Board of Directors may, at its discretion, create an interest-bearing capital acquisition and replacement fund (hereinafter referred to as the "Capital Fund") which shall be used for any of the following purposes: 1) the acquisition and construction of additional or new Joint Facilities; 2) the improvement or replacement of any other capital improvement owned or controlled by the Agency; or 3) the acquisition or replacement of capital equipment and property of the Agency. Each Member Agency shall annually pay into said Capital Fund, its proportionate share of capital costs.

ARTICLE VI
BUDGET: MAINTENANCE, OPERATIONAL, AND OTHER COSTS

Section 6.1. Annual Budget. Annually, the Board of Directors shall adopt a budget for maintenance and operation costs, capital costs, costs of special services, and debt service payments. The Board of Directors shall adopt a preliminary budget prior to March 1 of each year and shall adopt a final budget prior to June 30 of each year. The Agency shall operate only under an approved fiscal year budget and may not operate at a deficit.

> Section 6.1.1. Prior to the Board of Directors adopting a final budget, each Member Agency shall approve and authorize the contribution of its proportional share of the total preliminary budget, as set forth in Section 6.3.

Section 6.2. Records and Accounts. The Agency shall keep detailed books of accounts, which shall set forth the capital costs; costs of special services and maintenance; operation costs of the Joint Facilities and the provision of the Animal Services; and all financial transactions of the Member Agencies relating to the Joint Facilities and the provisions of the Animal Services. The books of the accounts shall also include any costs, expenses, or charges paid, or to be paid by each of the Member Agencies, and shall be open to inspection, in accordance with the provisions of Section 3.3. of this Agreement.

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Section 6.3. Allocation of Costs and Expenses

Section 6.3.1. Annual Estimate. Prior to April 1 of each year, as a part of the preliminary budget, the Agency shall promptly furnish to each of the Member Agencies, an estimate of the total Annual Budget.

Section 6.3.2. Annual Budget. In establishing the Annual Budget and each Member's proportional share thereof, the Board of Directors shall use a formula for distributing costs among the Members which may consider actual human population and workload statistics, including the number of animals received at any Joint Facility for the shelter portion of each Annual Budget and the number of field contacts made for the patrol portion of each Annual Budget. Prior to approval of the first Annual Budget for the Agency, the Board of Directors shall develop a formula to equitably distribute costs among the Members which shall require the unanimous approval of the Board of Directors. Once developed, the formula shall be reviewed by the Board of Directors every three (3) years. Modification to the formula shall require the unanimous approval of the Board of Directors. This formula shall constitute "Exhibit C" of this Agreement.

Revenue shall accrue to the Agency from: fines and impound fees, spay and neuter and adoption fees, pet licensing fees, boarding fees, and other fees taken in for operations and shall be credited to the Members' share based on the proportionate share of the total costs.

Donations, both monetary and non-monetary shall be accepted by the Agency and shall be utilized by the Agency as approved by the Board of Directors.

Section 6.3.3. Insurance Costs. The premiums for the insurance policies described in Section 3.9 above, shall be apportioned annually among the Member Agencies using the percentages established above.

Section 6.3.4. Uninsured or Underinsured Claims. Costs associated with the claims not covered by insurance or which exceed the limits of any applicable policy of insurance, shall be apportioned between the Member Agencies using the percentages established above for the year in which the claim is filed. For purposes of this section, "costs" shall include all losses, costs, damages, fees, and expenses incurred during both the claim stage and during litigation, that arise out of or are related to any such claim or lawsuit (including but not limited to, general and special damages, litigation fees and expenses, travel expenses, pre-litigation fees, consultant fees, court costs, attorneys' fees, mediator fees, discovery expenses, expert witness fees, and appeal costs and fees).

Section 6.4. Payment of Costs. Beginning on the Effective Date of this Agreement, and quarterly thereafter for each Fiscal Year, each Member Agency agrees to pay the Agency its proportional quarterly share of the total estimate annual costs and expenses as set forth in Section 6.3 above.

Section 6.4.1. Prior to January 1, and each year thereafter, a true-up calculation shall be performed wherein the actual expenditures incurred will be compared to the amounts paid

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by Member Agencies. Any overpayment shall be credited in a manner determined by the Board of Directors. The amount of any underpayment shall be added to the Member Agency's January 1 payment.

Section 6.5. Sources of Funds. Each Member Agency shall have discretion to pay the amounts due and owed under the terms of this Agreement from any source legally available to that Member Agency for such purpose.

Section 6.6. Level of Services and Charges to Member Agencies. Each Member Agency may contract with the Agency for a level of service which is greater than that described in Exhibit B to this Agreement. Any Member Agency electing to receive a higher level of service shall pay the contribution set forth in Section 6.3 together with an additional amount, as established by the Board of Directors, which is sufficient to cover all additional costs incurred or encumbered by the Agency to the provision of those additional services. In no event shall any other Member Agency be required to bear the financial burden of any additional services provided in accordance with this provision.

Section 6.7. Animal Services to Other Agencies. The Agency may provide Animal Services to public agencies not a party to this Agreement, but only upon unanimous approval of the Board of Directors. Such Animal Services shall be by contract, executed by the Chair of the Board of Directors. The Board shall establish the amount of charge for the service, which shall be billed and paid quarterly. Charges will be set with the intent of recovering all operational, capital and maintenance costs expended by the Agency in providing the animal services to a particular agency, both annually and for prorated periods thereof.

Section 6.8. Budget Authority for Executive Director. Notwithstanding what is otherwise provided in Section 3.5, or elsewhere in this Agreement, the Executive Director may not exceed the personnel staffing authorized in the budget, either in number, position classification, or salary. In addition, the Executive Director may not alter the capital budget, utilize any reserve contingency, or increase the total amount of the approved expenditure without the prior approval of the Board of Directors. The Executive Director may recommend expenditures for approval separate from the budget process, in which case the approval of the Board of Directors is required prior to any actual expenditure. The Executive Director must seek authorization from the Board of Directors for budgetary transfers or adjustments above $10,000, as necessary.

ARTICLE VII
ENFORCEMENT

Section 7.1. Enforcement by Agency. The Agency is hereby authorized to take any and all legal or equitable actions on behalf of the Agency, including by not limited to, the seeking of an injunction or specific performance, as necessary or permitted by law, to enforce this Agreement.

ARTICLE VIII
WITHDRAWAL OF A MEMBER AGENCY

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Section 8.1. Continuation of Agreement. Notwithstanding the provisions of Section 9.1, each Member Agency agrees that the withdrawal of a Member Agency pursuant to the provision of this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Board of Directors of the remaining Member Agencies to carry out and fulfill the purposes of this Agreement provided that two or more Member Agencies continue to participate. If, however, the withdrawal results in only one Member Agency continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement and the provisions of Article IX shall apply.

Section 8.2. Withdrawal. A Member Agency may withdraw from the Agency by providing written notice thereof to the Agency. The withdrawal shall become effective on the first day of the fiscal year which is at least six (6) months after service of the notice of withdrawal. Except as provided in Section 8.1. above, the Withdrawal shall in no way affect the rights or obligations of the remaining Member Agencies nor shall it relieve the withdrawing Member Agency of its obligation to pay any amounts due and owing under the terms of this Agreement. In the event that Bonds have been issued, the withdrawing Member Agency shall remain liable for the payment of its proportional share of those Bonds and any interest. Each Member Agency shall retain the right to use its proportionate share of the Joint Facility.

Section 8.3. Waiver of Distribution Upon Withdrawal. Subject to the limitations contained in Section 9.1 below, withdrawal from the Agency shall constitute a waiver of any right which that Member Agency may have to any of the Assets or Cash Reserves of the Agency. Any Member Agency which has withdrawn from the Agency shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Agency occasioned by the subsequent dissolution of the Agency.

ARTICLE IX
TERMINATION OF THE AGREEMENT AND DISSOLUTION OF THE AGENCY

Section 9.1. Termination. By agreement approved by a vote of three-fourths (3/4) or more of the Board of Directors, the Member Agencies may mutually agree to terminate this Agreement and dissolve the Agency at any time. Upon termination of this Agreement, the debts and obligations of the Agency shall be divided between the Member Agencies based upon the percentages set forth in Section 9.3.

Section 9.2. Effective Date of Termination. The termination of this Agreement shall become effective on the first day of the fiscal year which is at least twelve (12) months after the notice of withdrawal under Section 8.1 or the submission of a written notice of termination submitted to the Board of Directors which has been approved by all of the Legislative Bodies of the current Member Agencies.

Section 9.3. Disposition of Assets. On the effective date of the termination, the Agency shall be dissolved, and each current Member Agency shall, within a reasonable time, receive its proportionate share of the assets of the Agency and contribute its proportionate or otherwise defined share toward the discharge of any enforceable liabilities incurred by the Agency as the same appear on the books of the Agency.

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Section 9.3.1. Upon the termination of this Agreement, any assets acquired by the Agency during the period of its existence, which are still on hand, and all unencumbered cash reserves (collectively, "Assets and Cash Reserves") shall be distributed to the current Member Agencies in the following manner: The total amount of maintenance and operating costs paid by each current Member Agency into the Operating Fund during the entire existence of the Agency shall be added together and the percentage of which each Member Agency's total is in relation to the whole, shall be determined. (For any Member Agency which has withdrawn prior to termination of the Agreement, the amounts paid by that Member Agency shall be equally divided among the current Member Agencies based upon the above percentage, based on appraised value of the assets as of the effective date of the termination.)

Section 9.3.2. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the Member Agencies after discharge of all enforceable liabilities.

Section 9.3.3. In the event the current Member Agencies cannot agree upon an appropriate distribution, the City Managers and County Administrative Officers of all current Member Agencies, or their respective designees, shall meet promptly for the purpose of developing a method for distributing the Assets and Cash Reserves among the current Member Agencies.

Section 9.4. Winding Up the Agency. Following dissolution, the Agency shall remain in existence for the sole purpose of winding up the Agency's affairs, which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and accounts.

ARTICLE X
MISCELLANEOUS

Section 10.1. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 10.2. Consent. Whenever in this Agreement consent or approval is required, the same shall not be unreasonably withheld.

Section 10.3. Law Governing. This Agreement is made under the provision of the California Constitution and laws of the State of California and shall be so construed.

Section 10.4. Amendments. This Agreement may be amended at any time, except as limited by Bond covenants, if any. All amendments to the Agreement must be in writing and must be approved by a three-fourths (3/4) vote of the Board of Directors and approved by the Legislative Bodies of the Member Agencies prior to becoming effective.

Section 10.5. Severability. In the event that any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and articles of this Agreement shall remain

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in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

Section 10.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies. No Member Agency may assign any right or obligation hereunder without the express written consent of the other Member Agencies.

Section 10.7. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. mail, and shall be deemed to have been received by the party receiving the notice upon the earlier of receipt or 72 hours after mailing.

> Section 10.7.1. The Parties may agree to e-mail service but up until the Parties come to this agreement, Section 10.7 prevails.

Section 10.8. Counterpart Execution. This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first herein written above.

-Signatures on Following Pages-

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Hitchcock Road Animal Services Agency

Signature Page

COUNTY OF MONTEREY:

DocuSigned by:
Mary Adams
3473B0F0E2D645F...

Mary Adams

Chair or designee
Monterey County Board of Supervisors

Dated:
12/26/2022 | 4:51 PM PST

Approved as to Form:

DocuSigned by:
Shane Strong
F631FE484254499...

Shane Strong

Office of the County Counsel
Office of County Counsel
12/1/2022 | 11:06 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth

Auditor-Controller Analyst II
12/1/2022 | 1:21 PM PST

CITY OF SALINAS:

DocuSigned by:
Kimbley Craig
F496A00264984D1...

Kimbley Craig

Mayor
City of Salinas

Date:
12/21/2022 | 7:26 PM PST

Approved as to Form:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...

Christopher A. Callihan

City Attorney

DocuSigned by:
5BE31EC636A6432...

Patricia M. Barajas

City Clerk

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Exhibit "A"

Member Agencies

The following public agencies, collectively referred to as "Member Agencies" and individually as "Member Agency" are noted as:

County of Monterey - Effective Date 1/1/2023

City of Salinas - Effective date 1/1/2023

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Exhibit "B"

Animal Services

The term "Animal Services" in the Agreement to which this Exhibit "B" is attached means all the following services:

A. Field Services

Field Services means all the following services, including any vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services"):

- Pick up of confined stray dogs.
- Pick up deceased animals, including wildlife when there is no other local agency providing the service.
- Pick up of injured, sick, or abandoned stray domestic animals including dogs, cats, and other small animals commonly kept as pets, without regard to weight, that are located on public property or readily accessible on private property with the permission of the property owner, occupant, or the property owner's or occupants authorized agent.
- Respond to emergency calls such as animals requiring rescue, causing a public safety concern, or attacking people during business hours.
- Investigating complaints of animal bites or attacks on humans, including the completion of a report that includes the interviewing of parties involved, quarantining animals which have bitten humans, preparing and transporting biting animal specimens for rabies testing, and investigating alleged violations of a quarantine.
- Investigating complaints of potentially dangerous and vicious dogs and provide administrative hearing as required.
- Responding to complaints of animals running at large, to exclude cats and wildlife.
- Responding to complaints of domestic animals causing a nuisance, including noise complaints, to include mailings, additional patrol, referral to a mediation program, and issuing of citations per jurisdictional based ordinance.
- Respond as staffing allows to police assist calls on animal related issues, which service may include taking control of an animal on the scene.
- Investigate complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners.
- Investigate compilations regarding exceeding the limit of the maximum number of animals as applicable per jurisdictional based ordinance.

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- Investigate complaints regarding animal related unsanitary conditions as applicable per jurisdictional based ordinance.
- Provide responsible pet owner education as it relates to domestic animals.
- When staffing allows, provide animal safety training for service workers (i.e., postal employees, meter readers, code enforcement).
- Issue administrative and criminal citations as applicable per jurisdictional based ordinance.
- When staffing allows, participate in any related committees or teams as related to public safety.
- Provide an Animal Control Officer on duty for afterhours emergency on-call service for a minimum of 4 days each week when minimum staffing levels are met.

B. Shelter Services.

Shelter Services means all the following services, including shelter facilities, supplies, animal care staff, supervisors and administrative personnel, and any other personnel, supplies, and equipment reasonably required to perform the following services (the "Shelter Services"):

- Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by a Member Agency, a Good Samaritan, or shelter personnel.
- Quarantine provision of biting domestic animals that cannot be quarantined at home.
- Provision for surrender and reclaim of abandoned, lost, or stray domestic animals during established business hours.
- Provide adoption program of animals not reclaimed by owners.
- Support as able a shelter-neuter-return program and/or feral cat sterilization program for community feral cats.
- Whenever possible, provide live outcomes for healthy or treatable animals through return to owner, placement with rescue partners, or adoption.
- Provide humane euthanasia and disposal of unhealthy, untreatable, or otherwise unadoptable domestic animals that fail to meet the health and temperament standards of the shelter.
- Provision for collecting unpaid fees from the public for services provided or rendered.

C. Veterinary Services

Veterinary Services means all the following services, including office facilities, supplies and professional and trained personnel necessary to perform the following services (the "Veterinary Services") by staff or by contract:

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- Provision of regular veterinary services by staff or through contracts to treat and provide regular veterinary care to dogs, cats and other impounded domestic animals as needed.
- Monitor quarantined animals that have bitten or designate staff to monitor animals.
- Operate spay/neuter clinic that includes periodic public opportunities for free or low cost spay/neuter for residents of jurisdictional areas.
- Through contract, provision of afterhours emergency veterinary care for injured/sick domestic animals found within member jurisdictions.
- Provide additional spay/neuter opportunities for community through related vendors as available and as approved

D. Animal Licensing Services

Animal Licensing Services means all the following services, including any vehicles, office facilities, supplies, equipment and personnel necessary to perform the following services (the "Animal Licensing Services"):

- Computerized animal licensing including up to delinquent notices on licensing renewals and online purchasing capabilities.
- Provide licenses at animal shelter during established business hours.
- When able, provide staff/volunteers to include issuing licenses at vaccinations, spay/neuter clinics or other community events, as applicable.
- Issue assistance animal identification tags to qualified residents as required by state law.

E. Volunteer and Community Outreach Services

Volunteer and Community Outreach Services means all the following services, including any vehicles, office facilities, supplies, equipment, and personnel necessary to perform the following services (the "Volunteer and Community Outreach Services"):

- Provide regular volunteer opportunities inside the shelter to help support and enrich both care for the animals and programs within the shelter.
- Provide volunteer and community outreach opportunities outside in the community to includes offsite adoption events and participation with events held within member agencies.
- Hold community outreach, education, and fundraising events.

F. Other services that may be provided and for which a fee may be charged:

- Pick up owned animals.
- Impound owner surrendered animals.
- Provide humane cat traps to the public to capture sick, injured or nuisance domestic animals, including feral cats.

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Exhibit "C"

Voting Formula

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JOINT EXERCISE OF POWERS AGREEMENT
Establishing the
Hitchcock Road Animal Services Agency

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") establishing the Hitchcock Road Animal Services Agency ("Agency") is made and entered into as of January 1, 2023 ("Effective Date"), by and among the public agencies listed on the attached Exhibit A (collectively referred to as "Member Agencies" and individually as "Member Agency") for the joint purpose of providing care, shelter, and services to animals.

RECITALS

WHEREAS, California Government Code Title I, Chapter 5, Division 7 (commencing with Section 6500) authorizes the Member Agencies to enter into an agreement for the joint exercise of any power common to them, and by that agreement, to create an entity that is separate from each of the Member Agencies; and

WHEREAS, each of the Member Agencies possess the power to provide Animal Services (defined in Section 1.15), including animal field services and animal shelter services, within their respective Jurisdictional Area (defined in Section 1.16); and

WHEREAS, the Member Agencies possess the authority to issue bonds, expend bond proceeds, borrow and loan money for certain public purposes, and handle finances within their Member Agencies pursuant to the California Government Code; and

WHEREAS, this Agreement is an appropriate means through which the Member Agencies may provide Animal Services because the Jurisdictional Areas of the Member Agencies are in close proximity to one another and are amenable to being served by the Animal Services and related Joint Facilities (defined in Section 1.20) under common administration and management and with the same equipment, resources, and personnel; and

WHEREAS, the Member Agencies desire to share their animal services expertise and to optimize their expenditures in connection with the provision of the Animal Services and related Joint Facilities; and

WHEREAS, the Member Agencies have the mutual goal to provide life-saving aid, care, shelter, and support services for animals and this Agreement is in the best interest of animal welfare, staff safety, and public safety; and

WHEREAS, the Member Agencies of Monterey County and the City of Salinas entered into an emergency Memorandum of Understanding due to California's COVID-19 state of emergency in April 2020, and said Member Agencies have successfully combined and shared services and staffing temporarily; and

WHEREAS, the separate provision, management, and administration of the Animal Services and related Joint Facilities in each Jurisdictional Area by each of their respective

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Member Agencies and use of separate facilities, resources, and personnel may result in duplication of efforts, inefficiencies in administration, and excessive costs; and

WHEREAS, in the judgment of the Member Agencies, the duplication of efforts, inefficiencies, and excessive costs can be eliminated or substantially reduced, to the substantial advantage and benefit of the animals, residents and taxpayers of all of the Member Agencies, if the administration and management of the related Joint Facilities, employing common equipment, resources, and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement;

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be gained, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

Section 1.11. Act means Article 1, Article 2, Article 3, and Article 4 (commencing with Section 6500) of California Government Code, Title 1, Chapter 5, Division 7, as it may be amended from time to time.

Section 1.12. Administrative Costs means those costs associated with administration and management of the Animal Services as detailed in Exhibit B. Said costs shall include, but are not limited to, costs associated with the provision of administrative supervisory services, human resources services, financial services, and dispatching services.

Section 1.13. Agency means the Hitchcock Road Animal Services Agency.

Section 1.14. Agreement means this joint exercise of powers agreement as it now exists or as it may from time to time be amended, supplemented, or as it may be modified by the addition of signatory parties or by any other supplemental agreement or amendment entered into, pursuant to the provisions of this Agreement.

Section 1.15. Animal Services means those services set forth in Exhibit B, which is attached hereto and incorporated by reference.

Section 1.16. Area and Jurisdictional Area mean that area within the respective jurisdictions of the Member Agencies.

Section 1.17. Board of Directors means the governing board of the Agency referred to in Section 1.13 and more specifically, described in Section 2.6. Director means an individual member of the Board of Directors.

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Section 1.18. Executive Director means the employee of the Lead Agency who is directly responsible to the Board of Directors and who is primarily responsible for the managerial oversight of the operations for the Agency, as further described in Section 3.5.

Section 1.19. Fiscal Year means the period from July 1st to and including June 30th of the following year.

Section 1.20. Joint Facilities means the Animal Services facilities, equipment, resources, and property to be owned, leased, managed, and operated by the Agency and, if necessary, any changes thereto.

Section 1.21. Lead Agency means the jurisdiction which is directly responsible to the Board of Directors and which is primarily responsible for the managerial oversight of the operation for the Agency, as further described in Section 3.5.

Section 1.22. Legislative Bodies means the governing bodies over each Member Agency, including but not limited to, City Councils and County of Monterey Board of Supervisors. Legislative Body means any such individual governing body.

Section 1.23. Major Policy Decisions means those issues that materially change either the levels of service or the budget.

Section 1.24. Member Agencies means all of the public agencies who are signatories to this Agreement, which, as of the initial Effective Date of this Agreement, is the City of Salinas and the County of Monterey. Member Agency means any such individual public entity.

Section 1.25. Operational Plan means a plan approved by the Board of Directors, which shall describe in detail the operation of the Agency. Said plan shall include: the anticipated cost of providing the services as described in Exhibit B; the area in which those services shall be provided; the level of service which shall be provided in each of those areas; the anticipated cost for operation and maintenance of the Joint Facilities; the process by which yearly budgets shall be established; the hours of operation; and any other operational, budgetary, and financial process which may be deemed to be necessary or appropriate by the Board of Directors.

Section 1.26. Quorum means the presence of over 50% of the Board of Directors.

Section 1.27. Rules of the Board means the bylaws, rules, regulations, or other directives of the Board of Directors for the conduct of its meetings and affairs as further described in Section 2.9.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Purpose. The purpose of this Agreement is to create the Hitchcock Road Animal Services Agency, which would allow the Member Agencies to exercise their joint powers to

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provide more efficient and economical Animal Services within the Area and would: 1) provide for the ownership, management, operation, and maintenance of the Joint Facilities; 2) implement the financing, acquisition, and construction of additions or improvements thereto, if needed; and 3) provide for the ownership, management, operations, and maintenance of any later acquired facilities or properties.

Section 2.2. Creation of Agency. Pursuant to the Act, there is hereby created a public entity to be known as the Hitchcock Road Animal Services Agency, or Agency, as defined in Section 1.13. The Agency, which shall administer this Agreement, is a public entity separate and apart from the Member Agencies. The debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party of this Agreement.

Section 2.3. Member Agencies. The Agency shall be composed of the County of Monterey and the City of Salinas, initially. Any other jurisdiction not named as a party to this Agreement who later wishes to join the Agency, may do so if approved by a vote of three-fourths (3/4) or more, of the Board of Directors of the Agency. Said approval shall be conditioned upon the Joint Facility having sufficient capacity to accommodate the new participant's needs, and the adoption of a resolution by the new jurisdiction's governing body authorizing execution of an agreement that shall bind them to fully participate financially in the Agency. The new participants shall also be required to provide a "buy-in" contribution as set forth in Section 2.10.

Section 2.4. Term. This agreement shall become effective on the Effective Date and shall continue in effect thereafter unless terminated pursuant to Article IX.

Section 2.5. Transition Plan. Upon the Effective Date of this Agreement, the Members and the Agency will enter into or extend current service agreements, as applicable, for a Transition Period which will be from the Effective Date through June 30, 2023. The Transition Period may be extended by mutual written agreement of the governing bodies of the Members. The Transition Period is intended to provide the Agency with an opportunity to become fully organized and operational without compromising existing services provided to the Members.

Section 2.6. Governing Board. The Agency shall be governed by a Board of Directors and shall be called the Hitchcock Road Animal Services Agency Board. Each entity which is a Party to this Agreement shall have representation on the Board as follows:

1. Two members representing the County Board of Supervisors to include the Board of Supervisors and County Administrative Officer, or their designates.

2. Two members representing the City of Salinas to include the Salinas City Council and City Manager, or their designates.

Pursuant to Government Code section 6506, the Agency Board of Directors is designated as the administrator of this Agreement and of the Agency's affairs and shall perform its duties and responsibilities in accordance with all provisions of this Agreement.

Section 2.6.1. All voting power of the Agency shall reside within the Board of Directors.

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Section 2.6.2. Each Legislative Body shall appoint alternate Directors for that Member Agency. The alternate Director may act as a Director in the absence of the Director appointed by that Legislative Body.

Section 2.6.3. All Directors and alternates shall serve four-year (4) terms but serve at the pleasure of the Member Agency that appoints them.

Section 2.6.4. All vacancies on the Board of Directors shall be filled by the respective Legislative Body within thirty (30) days of the effective date of the vacancy or as soon thereafter as the Legislative Body may legally act. Any Director or alternate Director shall cease to be a Director when such person ceases to hold the office or the position within the respective public entity that entitles that Director or alternate Director to a position on the Board of Directors.

Section 2.6.5. Board Committees. The Board may, from time to time, establish one or more standing or *ad hoc* committees consisting of Directors to assist in carrying out the purposes and objects of the Agency, including but not limited to, a Budget and Finance Committee, Planning Committee, and Executive Committee. The Board shall determine the purpose and need for such committees. Meetings of standing committees shall be subject to the requirements of the Brown Act.

Section 2.6.6. Advisory Committee. The Board shall establish an Advisory Committee that shall be designed to ensure participation and provide input to the Board of Directors from the communities represented within the JPA; additionally, the Advisory Committee may also provide professional guidance in areas not already supported by the Agency. The Advisory Committee shall serve in an advisory role to the Board of Directors and will consist of nine (9) members and appointment to the Advisory Committee, and governance regarding the Advisory Committee, shall be addressed in the Board of Directors Advisory Committee bylaws.

Section 2.6.7. Bylaws of the Board. The Board shall adopt, and from time to time amend by vote, the Bylaws of the Board as necessary or helpful in order for the Board to foster, facilitate or achieve the purposes expressed within this Agreement. These Bylaws shall govern all proceedings of the Board.

Section 2.7. Meetings of the Board of Directors. All meetings of the Board of Directors shall be public meetings, governed by the Brown Act, unless a specified closed session is held in accordance with the California Government Code.

Section 2.7.1. Regular Meetings. The Board of Directors shall provide for regular meetings (a minimum of four (4) per year) at a date, time, and place fixed by the Bylaws of the Board.

Section 2.7.2. Special Meetings. Special meetings and emergency meetings of the Board of Directors may be called in accordance with the provision of Section 54956, *et seq.*, of the California Government Code, as may be amended from time to time. Special

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Meetings may be called by two or more Directors representing two or more jurisdictions. The meeting must be noticed in accordance with the Brown Act.

Section 2.8. Voting. All members of the Board will vote using weighted voting procedures based on the formula found in Exhibit C relating to the annual contributions to the Annual Budget pursuant to Section 6.3. The total percentage of operational funding for each Member Agency will be divided by the number of Directors representing that Member Agency to determine the percentage vote for each Director. A three-fourths (3/4) vote of the Board shall be required to approve the budget and Major Policy Decision, as defined in Section 1.23. Except as provided elsewhere in this Agreement, any action of the Board shall require a majority weighted vote of the Board.

Section 2.9. Conflict of Interest. The Agency Board shall adopt and thereafter maintain a conflict-of-interest code in compliance with applicable provisions of the Political Reform Act (Government Code Section 87300, *et seq.)* and the regulation adopted by the Fair Political Practices Commission (California Code of Regulations, Section 1870, *et seq*.).

Section 2.10. New Member Agencies. Subject to the requirements set forth in Section 2.3 above, it is the intent of the Member Agencies to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, of new parties to this Agreement and members of the Agency. A new Member Agency shall be required to make a "buy-in" contribution in an amount to be determined by a three-fourths (3/4) vote of the Board, and pay their share of annual operating costs and other expense pursuant to Section 6.3. For entities joining the Agency at any other date, other than the beginning of the Agency's fiscal year, cash contributions for operating costs shall be prorated for the reminder of the fiscal year. New agencies who receive all Animal Services described in Exhibit B shall have two (2) members on the Board, and new agencies who receive fewer Animal Services shall have one (1) Board member.

ARTICLE III
ORGANIZATIONAL STRUCTURE

Section 3.1. Chairperson and Vice-Chairperson. The Board shall elect a Chairperson and a Vice Chairperson from amongst its members at its first meeting and thereafter, at the first regular meeting of the Board for each calendar year. In the event of the disqualification of permanent inability of the Chairperson to serve the remainder of their term, the Vice Chairperson shall assume the duties of the Chairperson and the Board of Directors shall elect a new Vice Chairperson for the reminder of the that term.

Section 3.1.1. The Chairperson shall be authorized to sign all resolutions of the Board of Directors and all contracts on behalf of the Agency and shall perform such other duties as may be imposed by the Board of Directors, consistent with the terms and provisions of this Agreement and the Bylaws of the Board.

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Section 3.1.2. The Vice Chairperson shall be authorized to act as the Chairperson, exercise all of the power of the Chairperson, and perform all of the duties of the Chairperson in the temporary absence of the Chairperson.

Section 3.2. Secretary. The Executive Director shall designate an employee of the Lead Agency to serve as Secretary to the Board of Directors, who shall perform such other duties as may be imposed upon the Secretary by the Board of Directors and cause a copy of this Agreement to be filed with the California Secretary of State and the State of California, pursuant to Section 6503.5 of the Act. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Secretary.

Section 3.3. Treasurer. The Executive Director shall designate an employee of the Lead Agency to serve as Treasurer of the Agency. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Treasurer.

Section 3.3.1. The Treasurer shall be the depository and shall have custody of all of the accounts, funds, and money of the agency from whatever source. The Treasurer shall have the duties and obligation set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursement of the Agency.

Section 3.3.2. The books and records of the Agency shall be open to inspection at reasonable times by representatives of the Member Agencies. The Treasurer shall, within ninety (90) days after the close of each fiscal year of within sixty (60) days after the termination of this Agreement, give a complete written report of all financial activities of the fiscal year to the parties thereto.

Section 3.3.3. The Treasurer shall, in accordance with Section 6505 and 6505.6 of the Act, cause the books of account and other financial records of the Agency to be audited annually by an independent public accountant or certified public accountant.

Section 3.4. Officers in Charge of the Property. Pursuant to Section 6505 of the California Government Code, the Treasurer shall oversee, handle, and have access to all accounts, funds, and money of the Agency and all records of the Agency relating to such accounts, funds, and money. The Secretary shall oversee, handle, and have access to all other records of the Agency. The Executive Director, Animal Services Administrator or the supervisor of the Lead Agency in the absence of the Executive Director, shall oversee, manage, and have access to all physical property of the Agency.

Section 3.5. Management. The regular management of the operations and activities of the Agency shall be vested in the Executive Director, who shall be the Lead Agency's Animal Services Administrator, unless another is approved by the Board of Directors. Unless otherwise provided by the Bylaws of the Board or resolution of the Board of Directors, the Executive Director shall have the following powers:

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Section 3.5.1. To oversee, manage, maintain, and operate a shelter facility and provide animal support services and animal control services, including, but not limited to, food and shelter, veterinary aid, spaying and neutering, and care to animals; County and city licensing; adoption services; ordinance enforcement; community engagement and education; volunteers; animal control services in the field within the respective cities and unincorporated county; impounding of animals; and such other activities and services as deemed necessary or appropriate for animal welfare and public safety, pursuant to California law;

Section 3.5.2. To provide for the planning, design, and construction of any improvements or changes to the Joint Facilities and/or the leasing or remodeling of any existing facilities, or any new facilities to be operated by the Agency, as authorized by the Board of Directors;

Section 3.5.3. Except as otherwise provided in Section 4.2, to execute any contracts for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involve an expenditure by the Agency within the limits and in accordance with procedures to be established by the Agency in the manner provided for local agencies pursuant to Article 7, commencing with Section 54201 of Chapter 5 of Part 1 of Division 2 of Title 5 of the California Government Code;

Section 3.5.4. To execute contracts in an amount up to a limit set by the Board of Directors;

Section 3.5.5. To appoint, employ, and manage all personnel required by the Agency for maintenance and operation of the Animal Services and the Joint Facilities, and all other employees authorized by the Agency's budget and by the Board of Directors as either direct employees of the Agency, or if deemed necessary, as employees of the Member Agencies;

Section 3.5.6. To retain any consultants as authorized in the Agency's budget and by the Board of Directors;

Section 3.5.7. Subject to approval of the Board of Directors, to appoint, employ, and manage all consultants and contractors required to be retained in connection with the design of any changes or improvements to the Joint Facilities or construction of new facilities;

Section 3.5.8. To expend funds of the Agency and enter into contracts whenever required or for the immediate preservation of the public peace, health, or safety, subject to the subsequent ratification of the Board of Directors;

Section 3.5.9. To dispose of any personal property of the Agency as may be provided in the Bylaws of the Board of Directors or otherwise authorized by the Board of Directors;

Section 3.5.10. To approve and pay bills and expenses for the Agency of $50,000 or less, which are authorized in the Agency's budget;

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Section 3.5.11. To prepare and submit to the Board of Directors in time for revision and adoption by the Agency prior to March 1st of each year, the annual preliminary budget for the next succeeding Fiscal year referred to in Section 6.1;

Section 3.5.12. Generally, to supervise the acquisition, construction, management, maintenance, and operation of the Joint Facilities and personnel of the Agency;

Section 3.5.13. To perform such other duties as directed by the Board of Directors and report to the Board of Directors at such times and on such matters as the Board of Directors may direct.

Section 3.6. Legal Advisor. The legal advisor of, and provider of legal advice and services to, the Agency, shall be an attorney retained by the Agency for this purpose. The Board of Directors shall choose the attorney to retain and may choose to retain the services of a private attorney; the Board may alternatively choose to retain the County Counsel's office of Monterey County, or the City Attorney's office of the City of Salinas, for this purpose.

Section 3.7. Other Services. The Board of Directors shall have the power to appoint and employ such consultants and independent contracts as may be necessary for the purposes of and pursuant to this Agreement.

Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, policies of insurance with coverage and limits sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. The policies of insurance described herein shall include, but shall not be limited to, coverage for automobile liability, comprehensive general liability, workers' compensation, and excess liability. The Board of Directors shall, from time to time, set the appropriate levels of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an "additional insured" on each policy of insurance.

ARTICLE IV
POWERS OF THE AGENCY

Section 4.1. General Powers. In the manner provided herein, the Agency shall exercise the powers common to each Member Agency as authorized by the laws of the California. As authorized by the act, the Agency shall be a public entity separate and distinct from the Member Agencies. The Agency shall have the power to finance, acquire, construct, manage, maintain, and operate the Joint Facilities. The Agency shall have all of the powers provided in Article 2 and Article 4 of the Act, unless specifically prohibited or restricted by the Agreement.

Section 4.2. Specific Powers. The Agency is hereby authorized to do all of the following:

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Section 4.2.1. Until such time that the Agency is fiscally able to hire an Executive Director and direct employees, Monterey County may serve as the Lead Agency. Services shall include, but not be limited to, the hiring and management of staff; the construction, management, maintenance, and operation of the Joint Facility; and the provision of Animal Services as set for in Exhibit B. Any modification to Exhibit B requires a three-fourths (3/4) vote of the Board of Directors.

Section 4.2.2. To make and enter into agreements in the name of the Agency within the limitations established by the Agency budget;

Section 4.2.3. At such time that the Agency is fiscally able, to employ agents or employees;

Section 4.2.4. To acquire, construct, manage, maintain, operate, hold, and convey real and personal property, including leasehold interests;

Section 4.2.5. To incur debts, liabilities, and obligations subject to the provisions of this Agreement, provided that no debt, liability, or obligation shall constitute a debt, liability, or obligation of any Member Agency;

Section 4.2.6. To participate in joint projects and cooperate with other agencies, counties, and local public or nonprofit groups;

Section 4.2.7. To apply for and accept grants, loans, or contributions from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing the activities of the Agency;

Section 4.2.8. To sue or be sued, in its own name, but not in the name of any Member Agency;

Section 4.2.9. To manage and invest, pursuant to Section 6505.5 of the Act, those funds not needed to fulfill the immediate needs of the Agency, as deemed advisable by the Agency in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

Section 4.2.10. To carry out and enforce all provisions of this Agreement.

Section 4.3. Bonds. The Agency shall have all of the powers provided in Article 4 of the Act, including the power to issue bonds.

Section 4.4. Oversight of the Board of Directors by Member Agencies' Legislative Bodies. The Agency shall have the responsibility of providing quarterly reports, in a format which will be determined by the Parties, and periodically attend Council or Board meetings as may be requested to provide information on the work of the Agency and to seek input.

ARTICLE V

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METHODS OF PROCEDURE

Section 5.1. Delegation of Powers. Each Member Agency hereby delegates to the Agency, the following powers: 1) the power to purchase, maintain, operate, and manage any Animal Services equipment, resources, and real property acquired by, or provided to, the Agency; and 2) the power to employ, contract for, or otherwise acquire the necessary personnel to fulfill the obligations of the Agency under the terms of this Agreement.

Section 5.2. Joint Maintenance and Operation Fund. The Board of Directors shall establish a joint interest-bearing maintenance and operation fund (hereinafter refer to as the "Operating Fund"), which the Agency shall use to pay all administrative and operation expenses of the Agency and the maintenance and operation costs of the Joint Facilities. Each of the Member Agencies shall pay into said Operating Fund, its proportionate amount of the annually budgeted maintenance and operation costs, computed in accordance with the provisions of Section 6.3 of this Agreement.

Section 5.3. Capital Acquisition, Improvement, and Replacement Fund. The Board of Directors may, at its discretion, create an interest-bearing capital acquisition and replacement fund (hereinafter referred to as the "Capital Fund") which shall be used for any of the following purposes: 1) the acquisition and construction of additional or new Joint Facilities; 2) the improvement or replacement of any other capital improvement owned or controlled by the Agency; or 3) the acquisition or replacement of capital equipment and property of the Agency. Each Member Agency shall annually pay into said Capital Fund, its proportionate share of capital costs.

ARTICLE VI
BUDGET: MAINTENANCE, OPERATIONAL, AND OTHER COSTS

Section 6.1. Annual Budget. Annually, the Board of Directors shall adopt a budget for maintenance and operation costs, capital costs, costs of special services, and debt service payments. The Board of Directors shall adopt a preliminary budget prior to March 1 of each year and shall adopt a final budget prior to June 30 of each year. The Agency shall operate only under an approved fiscal year budget and may not operate at a deficit.

> Section 6.1.1. Prior to the Board of Directors adopting a final budget, each Member Agency shall approve and authorize the contribution of its proportional share of the total preliminary budget, as set forth in Section 6.3.

Section 6.2. Records and Accounts. The Agency shall keep detailed books of accounts, which shall set forth the capital costs; costs of special services and maintenance; operation costs of the Joint Facilities and the provision of the Animal Services; and all financial transactions of the Member Agencies relating to the Joint Facilities and the provisions of the Animal Services. The books of the accounts shall also include any costs, expenses, or charges paid, or to be paid by each of the Member Agencies, and shall be open to inspection, in accordance with the provisions of Section 3.3. of this Agreement.

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Section 6.3. Allocation of Costs and Expenses

Section 6.3.1. Annual Estimate. Prior to April 1 of each year, as a part of the preliminary budget, the Agency shall promptly furnish to each of the Member Agencies, an estimate of the total Annual Budget.

Section 6.3.2. Annual Budget. In establishing the Annual Budget and each Member's proportional share thereof, the Board of Directors shall use a formula for distributing costs among the Members which may consider actual human population and workload statistics, including the number of animals received at any Joint Facility for the shelter portion of each Annual Budget and the number of field contacts made for the patrol portion of each Annual Budget. Prior to approval of the first Annual Budget for the Agency, the Board of Directors shall develop a formula to equitably distribute costs among the Members which shall require the unanimous approval of the Board of Directors. Once developed, the formula shall be reviewed by the Board of Directors every three (3) years. Modification to the formula shall require the unanimous approval of the Board of Directors. This formula shall constitute "Exhibit C" of this Agreement.

Revenue shall accrue to the Agency from: fines and impound fees, spay and neuter and adoption fees, pet licensing fees, boarding fees, and other fees taken in for operations and shall be credited to the Members' share based on the proportionate share of the total costs.

Donations, both monetary and non-monetary shall be accepted by the Agency and shall be utilized by the Agency as approved by the Board of Directors.

Section 6.3.3. Insurance Costs. The premiums for the insurance policies described in Section 3.9 above, shall be apportioned annually among the Member Agencies using the percentages established above.

Section 6.3.4. Uninsured or Underinsured Claims. Costs associated with the claims not covered by insurance or which exceed the limits of any applicable policy of insurance, shall be apportioned between the Member Agencies using the percentages established above for the year in which the claim is filed. For purposes of this section, "costs" shall include all losses, costs, damages, fees, and expenses incurred during both the claim stage and during litigation, that arise out of or are related to any such claim or lawsuit (including but not limited to, general and special damages, litigation fees and expenses, travel expenses, pre-litigation fees, consultant fees, court costs, attorneys' fees, mediator fees, discovery expenses, expert witness fees, and appeal costs and fees).

Section 6.4. Payment of Costs. Beginning on the Effective Date of this Agreement, and quarterly thereafter for each Fiscal Year, each Member Agency agrees to pay the Agency its proportional quarterly share of the total estimate annual costs and expenses as set forth in Section 6.3 above.

Section 6.4.1. Prior to January 1, and each year thereafter, a true-up calculation shall be performed wherein the actual expenditures incurred will be compared to the amounts paid

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by Member Agencies. Any overpayment shall be credited in a manner determined by the Board of Directors. The amount of any underpayment shall be added to the Member Agency's January 1 payment.

Section 6.5. Sources of Funds. Each Member Agency shall have discretion to pay the amounts due and owed under the terms of this Agreement from any source legally available to that Member Agency for such purpose.

Section 6.6. Level of Services and Charges to Member Agencies. Each Member Agency may contract with the Agency for a level of service which is greater than that described in Exhibit B to this Agreement. Any Member Agency electing to receive a higher level of service shall pay the contribution set forth in Section 6.3 together with an additional amount, as established by the Board of Directors, which is sufficient to cover all additional costs incurred or encumbered by the Agency to the provision of those additional services. In no event shall any other Member Agency be required to bear the financial burden of any additional services provided in accordance with this provision.

Section 6.7. Animal Services to Other Agencies. The Agency may provide Animal Services to public agencies not a party to this Agreement, but only upon unanimous approval of the Board of Directors. Such Animal Services shall be by contract, executed by the Chair of the Board of Directors. The Board shall establish the amount of charge for the service, which shall be billed and paid quarterly. Charges will be set with the intent of recovering all operational, capital and maintenance costs expended by the Agency in providing the animal services to a particular agency, both annually and for prorated periods thereof.

Section 6.8. Budget Authority for Executive Director. Notwithstanding what is otherwise provided in Section 3.5, or elsewhere in this Agreement, the Executive Director may not exceed the personnel staffing authorized in the budget, either in number, position classification, or salary. In addition, the Executive Director may not alter the capital budget, utilize any reserve contingency, or increase the total amount of the approved expenditure without the prior approval of the Board of Directors. The Executive Director may recommend expenditures for approval separate from the budget process, in which case the approval of the Board of Directors is required prior to any actual expenditure. The Executive Director must seek authorization from the Board of Directors for budgetary transfers or adjustments above $10,000, as necessary.

ARTICLE VII
ENFORCEMENT

Section 7.1. Enforcement by Agency. The Agency is hereby authorized to take any and all legal or equitable actions on behalf of the Agency, including by not limited to, the seeking of an injunction or specific performance, as necessary or permitted by law, to enforce this Agreement.

ARTICLE VIII
WITHDRAWAL OF A MEMBER AGENCY

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Section 8.1. Continuation of Agreement. Notwithstanding the provisions of Section 9.1, each Member Agency agrees that the withdrawal of a Member Agency pursuant to the provision of this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Board of Directors of the remaining Member Agencies to carry out and fulfill the purposes of this Agreement provided that two or more Member Agencies continue to participate. If, however, the withdrawal results in only one Member Agency continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement and the provisions of Article IX shall apply.

Section 8.2. Withdrawal. A Member Agency may withdraw from the Agency by providing written notice thereof to the Agency. The withdrawal shall become effective on the first day of the fiscal year which is at least six (6) months after service of the notice of withdrawal. Except as provided in Section 8.1. above, the Withdrawal shall in no way affect the rights or obligations of the remaining Member Agencies nor shall it relieve the withdrawing Member Agency of its obligation to pay any amounts due and owing under the terms of this Agreement. In the event that Bonds have been issued, the withdrawing Member Agency shall remain liable for the payment of its proportional share of those Bonds and any interest. Each Member Agency shall retain the right to use its proportionate share of the Joint Facility.

Section 8.3. Waiver of Distribution Upon Withdrawal. Subject to the limitations contained in Section 9.1 below, withdrawal from the Agency shall constitute a waiver of any right which that Member Agency may have to any of the Assets or Cash Reserves of the Agency. Any Member Agency which has withdrawn from the Agency shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Agency occasioned by the subsequent dissolution of the Agency.

ARTICLE IX
TERMINATION OF THE AGREEMENT AND DISSOLUTION OF THE AGENCY

Section 9.1. Termination. By agreement approved by a vote of three-fourths (3/4) or more of the Board of Directors, the Member Agencies may mutually agree to terminate this Agreement and dissolve the Agency at any time. Upon termination of this Agreement, the debts and obligations of the Agency shall be divided between the Member Agencies based upon the percentages set forth in Section 9.3.

Section 9.2. Effective Date of Termination. The termination of this Agreement shall become effective on the first day of the fiscal year which is at least twelve (12) months after the notice of withdrawal under Section 8.1 or the submission of a written notice of termination submitted to the Board of Directors which has been approved by all of the Legislative Bodies of the current Member Agencies.

Section 9.3. Disposition of Assets. On the effective date of the termination, the Agency shall be dissolved, and each current Member Agency shall, within a reasonable time, receive its proportionate share of the assets of the Agency and contribute its proportionate or otherwise defined share toward the discharge of any enforceable liabilities incurred by the Agency as the same appear on the books of the Agency.

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Section 9.3.1. Upon the termination of this Agreement, any assets acquired by the Agency during the period of its existence, which are still on hand, and all unencumbered cash reserves (collectively, "Assets and Cash Reserves") shall be distributed to the current Member Agencies in the following manner: The total amount of maintenance and operating costs paid by each current Member Agency into the Operating Fund during the entire existence of the Agency shall be added together and the percentage of which each Member Agency's total is in relation to the whole, shall be determined. (For any Member Agency which has withdrawn prior to termination of the Agreement, the amounts paid by that Member Agency shall be equally divided among the current Member Agencies based upon the above percentage, based on appraised value of the assets as of the effective date of the termination.)

Section 9.3.2. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the Member Agencies after discharge of all enforceable liabilities.

Section 9.3.3. In the event the current Member Agencies cannot agree upon an appropriate distribution, the City Managers and County Administrative Officers of all current Member Agencies, or their respective designees, shall meet promptly for the purpose of developing a method for distributing the Assets and Cash Reserves among the current Member Agencies.

Section 9.4. Winding Up the Agency. Following dissolution, the Agency shall remain in existence for the sole purpose of winding up the Agency's affairs, which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and accounts.

ARTICLE X
MISCELLANEOUS

Section 10.1. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 10.2. Consent. Whenever in this Agreement consent or approval is required, the same shall not be unreasonably withheld.

Section 10.3. Law Governing. This Agreement is made under the provision of the California Constitution and laws of the State of California and shall be so construed.

Section 10.4. Amendments. This Agreement may be amended at any time, except as limited by Bond covenants, if any. All amendments to the Agreement must be in writing and must be approved by a three-fourths (3/4) vote of the Board of Directors and approved by the Legislative Bodies of the Member Agencies prior to becoming effective.

Section 10.5. Severability. In the event that any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and articles of this Agreement shall remain

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in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

Section 10.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies. No Member Agency may assign any right or obligation hereunder without the express written consent of the other Member Agencies.

Section 10.7. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. mail, and shall be deemed to have been received by the party receiving the notice upon the earlier of receipt or 72 hours after mailing.

> Section 10.7.1. The Parties may agree to e-mail service but up until the Parties come to this agreement, Section 10.7 prevails.

Section 10.8. Counterpart Execution. This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first herein written above.

-Signatures on Following Pages-

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Hitchcock Road Animal Services Agency

Signature Page

COUNTY OF MONTEREY:

DocuSigned by:
Mary Adams
3473B0F0E2D645F...

Mary Adams

Chair or designee
Monterey County Board of Supervisors

Dated: 12/26/2022 | 4:51 PM PST

Approved as to Form:

DocuSigned by:
Shane Strong
F631FE484254499...

Shane Strong

Office of the County Counsel
Office of County Counsel
12/1/2022 | 11:06 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth

Auditor-Controller Analyst II
12/1/2022 | 1:21 PM PST

CITY OF SALINAS:

DocuSigned by:
Kimbley Craig
F496A00264984D1...

Kimbley Craig

Mayor
City of Salinas

Date: 12/21/2022 | 7:26 PM PST

Approved as to Form:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...

Christopher A. Callihan

City Attorney

DocuSigned by:
5BE31EC636A6432...

Patricia M. Barajas

City Clerk

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Exhibit "A"

Member Agencies

The following public agencies, collectively referred to as "Member Agencies" and individually as "Member Agency" are noted as:

County of Monterey - Effective Date 1/1/2023

City of Salinas - Effective date 1/1/2023

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Exhibit "B"

Animal Services

The term "Animal Services" in the Agreement to which this Exhibit "B" is attached means all the following services:

A. Field Services

Field Services means all the following services, including any vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services"):

- Pick up of confined stray dogs.
- Pick up deceased animals, including wildlife when there is no other local agency providing the service.
- Pick up of injured, sick, or abandoned stray domestic animals including dogs, cats, and other small animals commonly kept as pets, without regard to weight, that are located on public property or readily accessible on private property with the permission of the property owner, occupant, or the property owner's or occupants authorized agent.
- Respond to emergency calls such as animals requiring rescue, causing a public safety concern, or attacking people during business hours.
- Investigating complaints of animal bites or attacks on humans, including the completion of a report that includes the interviewing of parties involved, quarantining animals which have bitten humans, preparing and transporting biting animal specimens for rabies testing, and investigating alleged violations of a quarantine.
- Investigating complaints of potentially dangerous and vicious dogs and provide administrative hearing as required.
- Responding to complaints of animals running at large, to exclude cats and wildlife.
- Responding to complaints of domestic animals causing a nuisance, including noise complaints, to include mailings, additional patrol, referral to a mediation program, and issuing of citations per jurisdictional based ordinance.
- Respond as staffing allows to police assist calls on animal related issues, which service may include taking control of an animal on the scene.
- Investigate complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners.
- Investigate compilations regarding exceeding the limit of the maximum number of animals as applicable per jurisdictional based ordinance.

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- Investigate complaints regarding animal related unsanitary conditions as applicable per jurisdictional based ordinance.
- Provide responsible pet owner education as it relates to domestic animals.
- When staffing allows, provide animal safety training for service workers (i.e., postal employees, meter readers, code enforcement).
- Issue administrative and criminal citations as applicable per jurisdictional based ordinance.
- When staffing allows, participate in any related committees or teams as related to public safety.
- Provide an Animal Control Officer on duty for afterhours emergency on-call service for a minimum of 4 days each week when minimum staffing levels are met.

B. Shelter Services.

Shelter Services means all the following services, including shelter facilities, supplies, animal care staff, supervisors and administrative personnel, and any other personnel, supplies, and equipment reasonably required to perform the following services (the "Shelter Services"):

- Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by a Member Agency, a Good Samaritan, or shelter personnel.
- Quarantine provision of biting domestic animals that cannot be quarantined at home.
- Provision for surrender and reclaim of abandoned, lost, or stray domestic animals during established business hours.
- Provide adoption program of animals not reclaimed by owners.
- Support as able a shelter-neuter-return program and/or feral cat sterilization program for community feral cats.
- Whenever possible, provide live outcomes for healthy or treatable animals through return to owner, placement with rescue partners, or adoption.
- Provide humane euthanasia and disposal of unhealthy, untreatable, or otherwise unadoptable domestic animals that fail to meet the health and temperament standards of the shelter.
- Provision for collecting unpaid fees from the public for services provided or rendered.

C. Veterinary Services

Veterinary Services means all the following services, including office facilities, supplies and professional and trained personnel necessary to perform the following services (the "Veterinary Services") by staff or by contract:

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- Provision of regular veterinary services by staff or through contracts to treat and provide regular veterinary care to dogs, cats and other impounded domestic animals as needed.
- Monitor quarantined animals that have bitten or designate staff to monitor animals.
- Operate spay/neuter clinic that includes periodic public opportunities for free or low cost spay/neuter for residents of jurisdictional areas.
- Through contract, provision of afterhours emergency veterinary care for injured/sick domestic animals found within member jurisdictions.
- Provide additional spay/neuter opportunities for community through related vendors as available and as approved

D. Animal Licensing Services

Animal Licensing Services means all the following services, including any vehicles, office facilities, supplies, equipment and personnel necessary to perform the following services (the "Animal Licensing Services"):

- Computerized animal licensing including up to delinquent notices on licensing renewals and online purchasing capabilities.
- Provide licenses at animal shelter during established business hours.
- When able, provide staff/volunteers to include issuing licenses at vaccinations, spay/neuter clinics or other community events, as applicable.
- Issue assistance animal identification tags to qualified residents as required by state law.

E. Volunteer and Community Outreach Services

Volunteer and Community Outreach Services means all the following services, including any vehicles, office facilities, supplies, equipment, and personnel necessary to perform the following services (the "Volunteer and Community Outreach Services"):

- Provide regular volunteer opportunities inside the shelter to help support and enrich both care for the animals and programs within the shelter.
- Provide volunteer and community outreach opportunities outside in the community to includes offsite adoption events and participation with events held within member agencies.
- Hold community outreach, education, and fundraising events.

F. Other services that may be provided and for which a fee may be charged:

- Pick up owned animals.
- Impound owner surrendered animals.
- Provide humane cat traps to the public to capture sick, injured or nuisance domestic animals, including feral cats.

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Exhibit "C"

Voting Formula

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JOINT EXERCISE OF POWERS AGREEMENT
Establishing the
Hitchcock Road Animal Services Agency

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") establishing the Hitchcock Road Animal Services Agency ("Agency") is made and entered into as of January 1, 2023 ("Effective Date"), by and among the public agencies listed on the attached Exhibit A (collectively referred to as "Member Agencies" and individually as "Member Agency") for the joint purpose of providing care, shelter, and services to animals.

RECITALS

WHEREAS, California Government Code Title I, Chapter 5, Division 7 (commencing with Section 6500) authorizes the Member Agencies to enter into an agreement for the joint exercise of any power common to them, and by that agreement, to create an entity that is separate from each of the Member Agencies; and

WHEREAS, each of the Member Agencies possess the power to provide Animal Services (defined in Section 1.15), including animal field services and animal shelter services, within their respective Jurisdictional Area (defined in Section 1.16); and

WHEREAS, the Member Agencies possess the authority to issue bonds, expend bond proceeds, borrow and loan money for certain public purposes, and handle finances within their Member Agencies pursuant to the California Government Code; and

WHEREAS, this Agreement is an appropriate means through which the Member Agencies may provide Animal Services because the Jurisdictional Areas of the Member Agencies are in close proximity to one another and are amenable to being served by the Animal Services and related Joint Facilities (defined in Section 1.20) under common administration and management and with the same equipment, resources, and personnel; and

WHEREAS, the Member Agencies desire to share their animal services expertise and to optimize their expenditures in connection with the provision of the Animal Services and related Joint Facilities; and

WHEREAS, the Member Agencies have the mutual goal to provide life-saving aid, care, shelter, and support services for animals and this Agreement is in the best interest of animal welfare, staff safety, and public safety; and

WHEREAS, the Member Agencies of Monterey County and the City of Salinas entered into an emergency Memorandum of Understanding due to California's COVID-19 state of emergency in April 2020, and said Member Agencies have successfully combined and shared services and staffing temporarily; and

WHEREAS, the separate provision, management, and administration of the Animal Services and related Joint Facilities in each Jurisdictional Area by each of their respective

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Member Agencies and use of separate facilities, resources, and personnel may result in duplication of efforts, inefficiencies in administration, and excessive costs; and

WHEREAS, in the judgment of the Member Agencies, the duplication of efforts, inefficiencies, and excessive costs can be eliminated or substantially reduced, to the substantial advantage and benefit of the animals, residents and taxpayers of all of the Member Agencies, if the administration and management of the related Joint Facilities, employing common equipment, resources, and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement;

NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be gained, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

Section 1.11. Act means Article 1, Article 2, Article 3, and Article 4 (commencing with Section 6500) of California Government Code, Title 1, Chapter 5, Division 7, as it may be amended from time to time.

Section 1.12. Administrative Costs means those costs associated with administration and management of the Animal Services as detailed in Exhibit B. Said costs shall include, but are not limited to, costs associated with the provision of administrative supervisory services, human resources services, financial services, and dispatching services.

Section 1.13. Agency means the Hitchcock Road Animal Services Agency.

Section 1.14. Agreement means this joint exercise of powers agreement as it now exists or as it may from time to time be amended, supplemented, or as it may be modified by the addition of signatory parties or by any other supplemental agreement or amendment entered into, pursuant to the provisions of this Agreement.

Section 1.15. Animal Services means those services set forth in Exhibit B, which is attached hereto and incorporated by reference.

Section 1.16. Area and Jurisdictional Area mean that area within the respective jurisdictions of the Member Agencies.

Section 1.17. Board of Directors means the governing board of the Agency referred to in Section 1.13 and more specifically, described in Section 2.6. Director means an individual member of the Board of Directors.

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Section 1.18. Executive Director means the employee of the Lead Agency who is directly responsible to the Board of Directors and who is primarily responsible for the managerial oversight of the operations for the Agency, as further described in Section 3.5.

Section 1.19. Fiscal Year means the period from July 1st to and including June 30th of the following year.

Section 1.20. Joint Facilities means the Animal Services facilities, equipment, resources, and property to be owned, leased, managed, and operated by the Agency and, if necessary, any changes thereto.

Section 1.21. Lead Agency means the jurisdiction which is directly responsible to the Board of Directors and which is primarily responsible for the managerial oversight of the operation for the Agency, as further described in Section 3.5.

Section 1.22. Legislative Bodies means the governing bodies over each Member Agency, including but not limited to, City Councils and County of Monterey Board of Supervisors. Legislative Body means any such individual governing body.

Section 1.23. Major Policy Decisions means those issues that materially change either the levels of service or the budget.

Section 1.24. Member Agencies means all of the public agencies who are signatories to this Agreement, which, as of the initial Effective Date of this Agreement, is the City of Salinas and the County of Monterey. Member Agency means any such individual public entity.

Section 1.25. Operational Plan means a plan approved by the Board of Directors, which shall describe in detail the operation of the Agency. Said plan shall include: the anticipated cost of providing the services as described in Exhibit B; the area in which those services shall be provided; the level of service which shall be provided in each of those areas; the anticipated cost for operation and maintenance of the Joint Facilities; the process by which yearly budgets shall be established; the hours of operation; and any other operational, budgetary, and financial process which may be deemed to be necessary or appropriate by the Board of Directors.

Section 1.26. Quorum means the presence of over 50% of the Board of Directors.

Section 1.27. Rules of the Board means the bylaws, rules, regulations, or other directives of the Board of Directors for the conduct of its meetings and affairs as further described in Section 2.9.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Purpose. The purpose of this Agreement is to create the Hitchcock Road Animal Services Agency, which would allow the Member Agencies to exercise their joint powers to

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provide more efficient and economical Animal Services within the Area and would: 1) provide for the ownership, management, operation, and maintenance of the Joint Facilities; 2) implement the financing, acquisition, and construction of additions or improvements thereto, if needed; and 3) provide for the ownership, management, operations, and maintenance of any later acquired facilities or properties.

Section 2.2. Creation of Agency. Pursuant to the Act, there is hereby created a public entity to be known as the Hitchcock Road Animal Services Agency, or Agency, as defined in Section 1.13. The Agency, which shall administer this Agreement, is a public entity separate and apart from the Member Agencies. The debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party of this Agreement.

Section 2.3. Member Agencies. The Agency shall be composed of the County of Monterey and the City of Salinas, initially. Any other jurisdiction not named as a party to this Agreement who later wishes to join the Agency, may do so if approved by a vote of three-fourths (3/4) or more, of the Board of Directors of the Agency. Said approval shall be conditioned upon the Joint Facility having sufficient capacity to accommodate the new participant's needs, and the adoption of a resolution by the new jurisdiction's governing body authorizing execution of an agreement that shall bind them to fully participate financially in the Agency. The new participants shall also be required to provide a "buy-in" contribution as set forth in Section 2.10.

Section 2.4. Term. This agreement shall become effective on the Effective Date and shall continue in effect thereafter unless terminated pursuant to Article IX.

Section 2.5. Transition Plan. Upon the Effective Date of this Agreement, the Members and the Agency will enter into or extend current service agreements, as applicable, for a Transition Period which will be from the Effective Date through June 30, 2023. The Transition Period may be extended by mutual written agreement of the governing bodies of the Members. The Transition Period is intended to provide the Agency with an opportunity to become fully organized and operational without compromising existing services provided to the Members.

Section 2.6. Governing Board. The Agency shall be governed by a Board of Directors and shall be called the Hitchcock Road Animal Services Agency Board. Each entity which is a Party to this Agreement shall have representation on the Board as follows:

1. Two members representing the County Board of Supervisors to include the Board of Supervisors and County Administrative Officer, or their designates.

2. Two members representing the City of Salinas to include the Salinas City Council and City Manager, or their designates.

Pursuant to Government Code section 6506, the Agency Board of Directors is designated as the administrator of this Agreement and of the Agency's affairs and shall perform its duties and responsibilities in accordance with all provisions of this Agreement.

Section 2.6.1. All voting power of the Agency shall reside within the Board of Directors.

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Section 2.6.2. Each Legislative Body shall appoint alternate Directors for that Member Agency. The alternate Director may act as a Director in the absence of the Director appointed by that Legislative Body.

Section 2.6.3. All Directors and alternates shall serve four-year (4) terms but serve at the pleasure of the Member Agency that appoints them.

Section 2.6.4. All vacancies on the Board of Directors shall be filled by the respective Legislative Body within thirty (30) days of the effective date of the vacancy or as soon thereafter as the Legislative Body may legally act. Any Director or alternate Director shall cease to be a Director when such person ceases to hold the office or the position within the respective public entity that entitles that Director or alternate Director to a position on the Board of Directors.

Section 2.6.5. Board Committees. The Board may, from time to time, establish one or more standing or *ad hoc* committees consisting of Directors to assist in carrying out the purposes and objects of the Agency, including but not limited to, a Budget and Finance Committee, Planning Committee, and Executive Committee. The Board shall determine the purpose and need for such committees. Meetings of standing committees shall be subject to the requirements of the Brown Act.

Section 2.6.6. Advisory Committee. The Board shall establish an Advisory Committee that shall be designed to ensure participation and provide input to the Board of Directors from the communities represented within the JPA; additionally, the Advisory Committee may also provide professional guidance in areas not already supported by the Agency. The Advisory Committee shall serve in an advisory role to the Board of Directors and will consist of nine (9) members and appointment to the Advisory Committee, and governance regarding the Advisory Committee, shall be addressed in the Board of Directors Advisory Committee bylaws.

Section 2.6.7. Bylaws of the Board. The Board shall adopt, and from time to time amend by vote, the Bylaws of the Board as necessary or helpful in order for the Board to foster, facilitate or achieve the purposes expressed within this Agreement. These Bylaws shall govern all proceedings of the Board.

Section 2.7. Meetings of the Board of Directors. All meetings of the Board of Directors shall be public meetings, governed by the Brown Act, unless a specified closed session is held in accordance with the California Government Code.

Section 2.7.1. Regular Meetings. The Board of Directors shall provide for regular meetings (a minimum of four (4) per year) at a date, time, and place fixed by the Bylaws of the Board.

Section 2.7.2. Special Meetings. Special meetings and emergency meetings of the Board of Directors may be called in accordance with the provision of Section 54956, *et seq.*, of the California Government Code, as may be amended from time to time. Special

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Meetings may be called by two or more Directors representing two or more jurisdictions. The meeting must be noticed in accordance with the Brown Act.

Section 2.8. Voting. All members of the Board will vote using weighted voting procedures based on the formula found in Exhibit C relating to the annual contributions to the Annual Budget pursuant to Section 6.3. The total percentage of operational funding for each Member Agency will be divided by the number of Directors representing that Member Agency to determine the percentage vote for each Director. A three-fourths (3/4) vote of the Board shall be required to approve the budget and Major Policy Decision, as defined in Section 1.23. Except as provided elsewhere in this Agreement, any action of the Board shall require a majority weighted vote of the Board.

Section 2.9. Conflict of Interest. The Agency Board shall adopt and thereafter maintain a conflict-of-interest code in compliance with applicable provisions of the Political Reform Act (Government Code Section 87300, *et seq.)* and the regulation adopted by the Fair Political Practices Commission (California Code of Regulations, Section 1870, *et seq*.).

Section 2.10. New Member Agencies. Subject to the requirements set forth in Section 2.3 above, it is the intent of the Member Agencies to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, of new parties to this Agreement and members of the Agency. A new Member Agency shall be required to make a "buy-in" contribution in an amount to be determined by a three-fourths (3/4) vote of the Board, and pay their share of annual operating costs and other expense pursuant to Section 6.3. For entities joining the Agency at any other date, other than the beginning of the Agency's fiscal year, cash contributions for operating costs shall be prorated for the reminder of the fiscal year. New agencies who receive all Animal Services described in Exhibit B shall have two (2) members on the Board, and new agencies who receive fewer Animal Services shall have one (1) Board member.

ARTICLE III
ORGANIZATIONAL STRUCTURE

Section 3.1. Chairperson and Vice-Chairperson. The Board shall elect a Chairperson and a Vice Chairperson from amongst its members at its first meeting and thereafter, at the first regular meeting of the Board for each calendar year. In the event of the disqualification of permanent inability of the Chairperson to serve the remainder of their term, the Vice Chairperson shall assume the duties of the Chairperson and the Board of Directors shall elect a new Vice Chairperson for the reminder of the that term.

Section 3.1.1. The Chairperson shall be authorized to sign all resolutions of the Board of Directors and all contracts on behalf of the Agency and shall perform such other duties as may be imposed by the Board of Directors, consistent with the terms and provisions of this Agreement and the Bylaws of the Board.

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Section 3.1.2. The Vice Chairperson shall be authorized to act as the Chairperson, exercise all of the power of the Chairperson, and perform all of the duties of the Chairperson in the temporary absence of the Chairperson.

Section 3.2. Secretary. The Executive Director shall designate an employee of the Lead Agency to serve as Secretary to the Board of Directors, who shall perform such other duties as may be imposed upon the Secretary by the Board of Directors and cause a copy of this Agreement to be filed with the California Secretary of State and the State of California, pursuant to Section 6503.5 of the Act. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Secretary.

Section 3.3. Treasurer. The Executive Director shall designate an employee of the Lead Agency to serve as Treasurer of the Agency. Should an Executive Director of the JPA not be in place during the formation of the Board of Directors, the Administrator of the Monterey County Animal Services shall designate a staff member to serve as the interim Treasurer.

Section 3.3.1. The Treasurer shall be the depository and shall have custody of all of the accounts, funds, and money of the agency from whatever source. The Treasurer shall have the duties and obligation set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursement of the Agency.

Section 3.3.2. The books and records of the Agency shall be open to inspection at reasonable times by representatives of the Member Agencies. The Treasurer shall, within ninety (90) days after the close of each fiscal year of within sixty (60) days after the termination of this Agreement, give a complete written report of all financial activities of the fiscal year to the parties thereto.

Section 3.3.3. The Treasurer shall, in accordance with Section 6505 and 6505.6 of the Act, cause the books of account and other financial records of the Agency to be audited annually by an independent public accountant or certified public accountant.

Section 3.4. Officers in Charge of the Property. Pursuant to Section 6505 of the California Government Code, the Treasurer shall oversee, handle, and have access to all accounts, funds, and money of the Agency and all records of the Agency relating to such accounts, funds, and money. The Secretary shall oversee, handle, and have access to all other records of the Agency. The Executive Director, Animal Services Administrator or the supervisor of the Lead Agency in the absence of the Executive Director, shall oversee, manage, and have access to all physical property of the Agency.

Section 3.5. Management. The regular management of the operations and activities of the Agency shall be vested in the Executive Director, who shall be the Lead Agency's Animal Services Administrator, unless another is approved by the Board of Directors. Unless otherwise provided by the Bylaws of the Board or resolution of the Board of Directors, the Executive Director shall have the following powers:

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Section 3.5.1. To oversee, manage, maintain, and operate a shelter facility and provide animal support services and animal control services, including, but not limited to, food and shelter, veterinary aid, spaying and neutering, and care to animals; County and city licensing; adoption services; ordinance enforcement; community engagement and education; volunteers; animal control services in the field within the respective cities and unincorporated county; impounding of animals; and such other activities and services as deemed necessary or appropriate for animal welfare and public safety, pursuant to California law;

Section 3.5.2. To provide for the planning, design, and construction of any improvements or changes to the Joint Facilities and/or the leasing or remodeling of any existing facilities, or any new facilities to be operated by the Agency, as authorized by the Board of Directors;

Section 3.5.3. Except as otherwise provided in Section 4.2, to execute any contracts for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involve an expenditure by the Agency within the limits and in accordance with procedures to be established by the Agency in the manner provided for local agencies pursuant to Article 7, commencing with Section 54201 of Chapter 5 of Part 1 of Division 2 of Title 5 of the California Government Code;

Section 3.5.4. To execute contracts in an amount up to a limit set by the Board of Directors;

Section 3.5.5. To appoint, employ, and manage all personnel required by the Agency for maintenance and operation of the Animal Services and the Joint Facilities, and all other employees authorized by the Agency's budget and by the Board of Directors as either direct employees of the Agency, or if deemed necessary, as employees of the Member Agencies;

Section 3.5.6. To retain any consultants as authorized in the Agency's budget and by the Board of Directors;

Section 3.5.7. Subject to approval of the Board of Directors, to appoint, employ, and manage all consultants and contractors required to be retained in connection with the design of any changes or improvements to the Joint Facilities or construction of new facilities;

Section 3.5.8. To expend funds of the Agency and enter into contracts whenever required or for the immediate preservation of the public peace, health, or safety, subject to the subsequent ratification of the Board of Directors;

Section 3.5.9. To dispose of any personal property of the Agency as may be provided in the Bylaws of the Board of Directors or otherwise authorized by the Board of Directors;

Section 3.5.10. To approve and pay bills and expenses for the Agency of $50,000 or less, which are authorized in the Agency's budget;

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Section 3.5.11. To prepare and submit to the Board of Directors in time for revision and adoption by the Agency prior to March 1st of each year, the annual preliminary budget for the next succeeding Fiscal year referred to in Section 6.1;

Section 3.5.12. Generally, to supervise the acquisition, construction, management, maintenance, and operation of the Joint Facilities and personnel of the Agency;

Section 3.5.13. To perform such other duties as directed by the Board of Directors and report to the Board of Directors at such times and on such matters as the Board of Directors may direct.

Section 3.6. Legal Advisor. The legal advisor of, and provider of legal advice and services to, the Agency, shall be an attorney retained by the Agency for this purpose. The Board of Directors shall choose the attorney to retain and may choose to retain the services of a private attorney; the Board may alternatively choose to retain the County Counsel's office of Monterey County, or the City Attorney's office of the City of Salinas, for this purpose.

Section 3.7. Other Services. The Board of Directors shall have the power to appoint and employ such consultants and independent contracts as may be necessary for the purposes of and pursuant to this Agreement.

Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, policies of insurance with coverage and limits sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. The policies of insurance described herein shall include, but shall not be limited to, coverage for automobile liability, comprehensive general liability, workers' compensation, and excess liability. The Board of Directors shall, from time to time, set the appropriate levels of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an "additional insured" on each policy of insurance.

ARTICLE IV
POWERS OF THE AGENCY

Section 4.1. General Powers. In the manner provided herein, the Agency shall exercise the powers common to each Member Agency as authorized by the laws of the California. As authorized by the act, the Agency shall be a public entity separate and distinct from the Member Agencies. The Agency shall have the power to finance, acquire, construct, manage, maintain, and operate the Joint Facilities. The Agency shall have all of the powers provided in Article 2 and Article 4 of the Act, unless specifically prohibited or restricted by the Agreement.

Section 4.2. Specific Powers. The Agency is hereby authorized to do all of the following:

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Section 4.2.1. Until such time that the Agency is fiscally able to hire an Executive Director and direct employees, Monterey County may serve as the Lead Agency. Services shall include, but not be limited to, the hiring and management of staff; the construction, management, maintenance, and operation of the Joint Facility; and the provision of Animal Services as set for in Exhibit B. Any modification to Exhibit B requires a three-fourths (3/4) vote of the Board of Directors.

Section 4.2.2. To make and enter into agreements in the name of the Agency within the limitations established by the Agency budget;

Section 4.2.3. At such time that the Agency is fiscally able, to employ agents or employees;

Section 4.2.4. To acquire, construct, manage, maintain, operate, hold, and convey real and personal property, including leasehold interests;

Section 4.2.5. To incur debts, liabilities, and obligations subject to the provisions of this Agreement, provided that no debt, liability, or obligation shall constitute a debt, liability, or obligation of any Member Agency;

Section 4.2.6. To participate in joint projects and cooperate with other agencies, counties, and local public or nonprofit groups;

Section 4.2.7. To apply for and accept grants, loans, or contributions from any public or private agency or individual, or the United States, the State of California, or any department, instrumentality, or agency thereof, for the purpose of financing the activities of the Agency;

Section 4.2.8. To sue or be sued, in its own name, but not in the name of any Member Agency;

Section 4.2.9. To manage and invest, pursuant to Section 6505.5 of the Act, those funds not needed to fulfill the immediate needs of the Agency, as deemed advisable by the Agency in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

Section 4.2.10. To carry out and enforce all provisions of this Agreement.

Section 4.3. Bonds. The Agency shall have all of the powers provided in Article 4 of the Act, including the power to issue bonds.

Section 4.4. Oversight of the Board of Directors by Member Agencies' Legislative Bodies. The Agency shall have the responsibility of providing quarterly reports, in a format which will be determined by the Parties, and periodically attend Council or Board meetings as may be requested to provide information on the work of the Agency and to seek input.

ARTICLE V

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METHODS OF PROCEDURE

Section 5.1. Delegation of Powers. Each Member Agency hereby delegates to the Agency, the following powers: 1) the power to purchase, maintain, operate, and manage any Animal Services equipment, resources, and real property acquired by, or provided to, the Agency; and 2) the power to employ, contract for, or otherwise acquire the necessary personnel to fulfill the obligations of the Agency under the terms of this Agreement.

Section 5.2. Joint Maintenance and Operation Fund. The Board of Directors shall establish a joint interest-bearing maintenance and operation fund (hereinafter refer to as the "Operating Fund"), which the Agency shall use to pay all administrative and operation expenses of the Agency and the maintenance and operation costs of the Joint Facilities. Each of the Member Agencies shall pay into said Operating Fund, its proportionate amount of the annually budgeted maintenance and operation costs, computed in accordance with the provisions of Section 6.3 of this Agreement.

Section 5.3. Capital Acquisition, Improvement, and Replacement Fund. The Board of Directors may, at its discretion, create an interest-bearing capital acquisition and replacement fund (hereinafter referred to as the "Capital Fund") which shall be used for any of the following purposes: 1) the acquisition and construction of additional or new Joint Facilities; 2) the improvement or replacement of any other capital improvement owned or controlled by the Agency; or 3) the acquisition or replacement of capital equipment and property of the Agency. Each Member Agency shall annually pay into said Capital Fund, its proportionate share of capital costs.

ARTICLE VI
BUDGET: MAINTENANCE, OPERATIONAL, AND OTHER COSTS

Section 6.1. Annual Budget. Annually, the Board of Directors shall adopt a budget for maintenance and operation costs, capital costs, costs of special services, and debt service payments. The Board of Directors shall adopt a preliminary budget prior to March 1 of each year and shall adopt a final budget prior to June 30 of each year. The Agency shall operate only under an approved fiscal year budget and may not operate at a deficit.

> Section 6.1.1. Prior to the Board of Directors adopting a final budget, each Member Agency shall approve and authorize the contribution of its proportional share of the total preliminary budget, as set forth in Section 6.3.

Section 6.2. Records and Accounts. The Agency shall keep detailed books of accounts, which shall set forth the capital costs; costs of special services and maintenance; operation costs of the Joint Facilities and the provision of the Animal Services; and all financial transactions of the Member Agencies relating to the Joint Facilities and the provisions of the Animal Services. The books of the accounts shall also include any costs, expenses, or charges paid, or to be paid by each of the Member Agencies, and shall be open to inspection, in accordance with the provisions of Section 3.3. of this Agreement.

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Section 6.3. Allocation of Costs and Expenses

Section 6.3.1. Annual Estimate. Prior to April 1 of each year, as a part of the preliminary budget, the Agency shall promptly furnish to each of the Member Agencies, an estimate of the total Annual Budget.

Section 6.3.2. Annual Budget. In establishing the Annual Budget and each Member's proportional share thereof, the Board of Directors shall use a formula for distributing costs among the Members which may consider actual human population and workload statistics, including the number of animals received at any Joint Facility for the shelter portion of each Annual Budget and the number of field contacts made for the patrol portion of each Annual Budget. Prior to approval of the first Annual Budget for the Agency, the Board of Directors shall develop a formula to equitably distribute costs among the Members which shall require the unanimous approval of the Board of Directors. Once developed, the formula shall be reviewed by the Board of Directors every three (3) years. Modification to the formula shall require the unanimous approval of the Board of Directors. This formula shall constitute "Exhibit C" of this Agreement.

Revenue shall accrue to the Agency from: fines and impound fees, spay and neuter and adoption fees, pet licensing fees, boarding fees, and other fees taken in for operations and shall be credited to the Members' share based on the proportionate share of the total costs.

Donations, both monetary and non-monetary shall be accepted by the Agency and shall be utilized by the Agency as approved by the Board of Directors.

Section 6.3.3. Insurance Costs. The premiums for the insurance policies described in Section 3.9 above, shall be apportioned annually among the Member Agencies using the percentages established above.

Section 6.3.4. Uninsured or Underinsured Claims. Costs associated with the claims not covered by insurance or which exceed the limits of any applicable policy of insurance, shall be apportioned between the Member Agencies using the percentages established above for the year in which the claim is filed. For purposes of this section, "costs" shall include all losses, costs, damages, fees, and expenses incurred during both the claim stage and during litigation, that arise out of or are related to any such claim or lawsuit (including but not limited to, general and special damages, litigation fees and expenses, travel expenses, pre-litigation fees, consultant fees, court costs, attorneys' fees, mediator fees, discovery expenses, expert witness fees, and appeal costs and fees).

Section 6.4. Payment of Costs. Beginning on the Effective Date of this Agreement, and quarterly thereafter for each Fiscal Year, each Member Agency agrees to pay the Agency its proportional quarterly share of the total estimate annual costs and expenses as set forth in Section 6.3 above.

Section 6.4.1. Prior to January 1, and each year thereafter, a true-up calculation shall be performed wherein the actual expenditures incurred will be compared to the amounts paid

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by Member Agencies. Any overpayment shall be credited in a manner determined by the Board of Directors. The amount of any underpayment shall be added to the Member Agency's January 1 payment.

Section 6.5. Sources of Funds. Each Member Agency shall have discretion to pay the amounts due and owed under the terms of this Agreement from any source legally available to that Member Agency for such purpose.

Section 6.6. Level of Services and Charges to Member Agencies. Each Member Agency may contract with the Agency for a level of service which is greater than that described in Exhibit B to this Agreement. Any Member Agency electing to receive a higher level of service shall pay the contribution set forth in Section 6.3 together with an additional amount, as established by the Board of Directors, which is sufficient to cover all additional costs incurred or encumbered by the Agency to the provision of those additional services. In no event shall any other Member Agency be required to bear the financial burden of any additional services provided in accordance with this provision.

Section 6.7. Animal Services to Other Agencies. The Agency may provide Animal Services to public agencies not a party to this Agreement, but only upon unanimous approval of the Board of Directors. Such Animal Services shall be by contract, executed by the Chair of the Board of Directors. The Board shall establish the amount of charge for the service, which shall be billed and paid quarterly. Charges will be set with the intent of recovering all operational, capital and maintenance costs expended by the Agency in providing the animal services to a particular agency, both annually and for prorated periods thereof.

Section 6.8. Budget Authority for Executive Director. Notwithstanding what is otherwise provided in Section 3.5, or elsewhere in this Agreement, the Executive Director may not exceed the personnel staffing authorized in the budget, either in number, position classification, or salary. In addition, the Executive Director may not alter the capital budget, utilize any reserve contingency, or increase the total amount of the approved expenditure without the prior approval of the Board of Directors. The Executive Director may recommend expenditures for approval separate from the budget process, in which case the approval of the Board of Directors is required prior to any actual expenditure. The Executive Director must seek authorization from the Board of Directors for budgetary transfers or adjustments above $10,000, as necessary.

ARTICLE VII
ENFORCEMENT

Section 7.1. Enforcement by Agency. The Agency is hereby authorized to take any and all legal or equitable actions on behalf of the Agency, including by not limited to, the seeking of an injunction or specific performance, as necessary or permitted by law, to enforce this Agreement.

ARTICLE VIII
WITHDRAWAL OF A MEMBER AGENCY

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Section 8.1. Continuation of Agreement. Notwithstanding the provisions of Section 9.1, each Member Agency agrees that the withdrawal of a Member Agency pursuant to the provision of this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Board of Directors of the remaining Member Agencies to carry out and fulfill the purposes of this Agreement provided that two or more Member Agencies continue to participate. If, however, the withdrawal results in only one Member Agency continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement and the provisions of Article IX shall apply.

Section 8.2. Withdrawal. A Member Agency may withdraw from the Agency by providing written notice thereof to the Agency. The withdrawal shall become effective on the first day of the fiscal year which is at least six (6) months after service of the notice of withdrawal. Except as provided in Section 8.1. above, the Withdrawal shall in no way affect the rights or obligations of the remaining Member Agencies nor shall it relieve the withdrawing Member Agency of its obligation to pay any amounts due and owing under the terms of this Agreement. In the event that Bonds have been issued, the withdrawing Member Agency shall remain liable for the payment of its proportional share of those Bonds and any interest. Each Member Agency shall retain the right to use its proportionate share of the Joint Facility.

Section 8.3. Waiver of Distribution Upon Withdrawal. Subject to the limitations contained in Section 9.1 below, withdrawal from the Agency shall constitute a waiver of any right which that Member Agency may have to any of the Assets or Cash Reserves of the Agency. Any Member Agency which has withdrawn from the Agency shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Agency occasioned by the subsequent dissolution of the Agency.

ARTICLE IX
TERMINATION OF THE AGREEMENT AND DISSOLUTION OF THE AGENCY

Section 9.1. Termination. By agreement approved by a vote of three-fourths (3/4) or more of the Board of Directors, the Member Agencies may mutually agree to terminate this Agreement and dissolve the Agency at any time. Upon termination of this Agreement, the debts and obligations of the Agency shall be divided between the Member Agencies based upon the percentages set forth in Section 9.3.

Section 9.2. Effective Date of Termination. The termination of this Agreement shall become effective on the first day of the fiscal year which is at least twelve (12) months after the notice of withdrawal under Section 8.1 or the submission of a written notice of termination submitted to the Board of Directors which has been approved by all of the Legislative Bodies of the current Member Agencies.

Section 9.3. Disposition of Assets. On the effective date of the termination, the Agency shall be dissolved, and each current Member Agency shall, within a reasonable time, receive its proportionate share of the assets of the Agency and contribute its proportionate or otherwise defined share toward the discharge of any enforceable liabilities incurred by the Agency as the same appear on the books of the Agency.

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Section 9.3.1. Upon the termination of this Agreement, any assets acquired by the Agency during the period of its existence, which are still on hand, and all unencumbered cash reserves (collectively, "Assets and Cash Reserves") shall be distributed to the current Member Agencies in the following manner: The total amount of maintenance and operating costs paid by each current Member Agency into the Operating Fund during the entire existence of the Agency shall be added together and the percentage of which each Member Agency's total is in relation to the whole, shall be determined. (For any Member Agency which has withdrawn prior to termination of the Agreement, the amounts paid by that Member Agency shall be equally divided among the current Member Agencies based upon the above percentage, based on appraised value of the assets as of the effective date of the termination.)

Section 9.3.2. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the Member Agencies after discharge of all enforceable liabilities.

Section 9.3.3. In the event the current Member Agencies cannot agree upon an appropriate distribution, the City Managers and County Administrative Officers of all current Member Agencies, or their respective designees, shall meet promptly for the purpose of developing a method for distributing the Assets and Cash Reserves among the current Member Agencies.

Section 9.4. Winding Up the Agency. Following dissolution, the Agency shall remain in existence for the sole purpose of winding up the Agency's affairs, which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and accounts.

ARTICLE X
MISCELLANEOUS

Section 10.1. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 10.2. Consent. Whenever in this Agreement consent or approval is required, the same shall not be unreasonably withheld.

Section 10.3. Law Governing. This Agreement is made under the provision of the California Constitution and laws of the State of California and shall be so construed.

Section 10.4. Amendments. This Agreement may be amended at any time, except as limited by Bond covenants, if any. All amendments to the Agreement must be in writing and must be approved by a three-fourths (3/4) vote of the Board of Directors and approved by the Legislative Bodies of the Member Agencies prior to becoming effective.

Section 10.5. Severability. In the event that any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and articles of this Agreement shall remain

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in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

Section 10.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Member Agencies. No Member Agency may assign any right or obligation hereunder without the express written consent of the other Member Agencies.

Section 10.7. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. mail, and shall be deemed to have been received by the party receiving the notice upon the earlier of receipt or 72 hours after mailing.

> Section 10.7.1. The Parties may agree to e-mail service but up until the Parties come to this agreement, Section 10.7 prevails.

Section 10.8. Counterpart Execution. This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first herein written above.

-Signatures on Following Pages-

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Hitchcock Road Animal Services Agency

Signature Page

COUNTY OF MONTEREY:

DocuSigned by:
Mary Adams
3473B0F0E2D645F...

Mary Adams

Chair or designee
Monterey County Board of Supervisors

Dated: 12/26/2022 | 4:51 PM PST

Approved as to Form:

DocuSigned by:
Shane Strong
F631FE484254499...

Shane Strong

Office of the County Counsel
Office of County Counsel
12/1/2022 | 11:06 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth

Auditor-Controller Analyst II
12/1/2022 | 1:21 PM PST

CITY OF SALINAS:

DocuSigned by:
Kimbley Craig
F496A00264984D1...

Kimbley Craig

Mayor
City of Salinas

Date: 12/21/2022 | 7:26 PM PST

Approved as to Form:

DocuSigned by:
Christopher A. Callihan
DF600E62871844E...

Christopher A. Callihan

City Attorney

DocuSigned by:
5BE31EC636A6432...

Patricia M. Barajas

City Clerk

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Exhibit "A"

Member Agencies

The following public agencies, collectively referred to as "Member Agencies" and individually as "Member Agency" are noted as:

County of Monterey - Effective Date 1/1/2023

City of Salinas - Effective date 1/1/2023

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Exhibit "B"

Animal Services

The term "Animal Services" in the Agreement to which this Exhibit "B" is attached means all the following services:

A. Field Services

Field Services means all the following services, including any vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services"):

- Pick up of confined stray dogs.
- Pick up deceased animals, including wildlife when there is no other local agency providing the service.
- Pick up of injured, sick, or abandoned stray domestic animals including dogs, cats, and other small animals commonly kept as pets, without regard to weight, that are located on public property or readily accessible on private property with the permission of the property owner, occupant, or the property owner's or occupants authorized agent.
- Respond to emergency calls such as animals requiring rescue, causing a public safety concern, or attacking people during business hours.
- Investigating complaints of animal bites or attacks on humans, including the completion of a report that includes the interviewing of parties involved, quarantining animals which have bitten humans, preparing and transporting biting animal specimens for rabies testing, and investigating alleged violations of a quarantine.
- Investigating complaints of potentially dangerous and vicious dogs and provide administrative hearing as required.
- Responding to complaints of animals running at large, to exclude cats and wildlife.
- Responding to complaints of domestic animals causing a nuisance, including noise complaints, to include mailings, additional patrol, referral to a mediation program, and issuing of citations per jurisdictional based ordinance.
- Respond as staffing allows to police assist calls on animal related issues, which service may include taking control of an animal on the scene.
- Investigate complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners.
- Investigate compilations regarding exceeding the limit of the maximum number of animals as applicable per jurisdictional based ordinance.

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- Investigate complaints regarding animal related unsanitary conditions as applicable per jurisdictional based ordinance.
- Provide responsible pet owner education as it relates to domestic animals.
- When staffing allows, provide animal safety training for service workers (i.e., postal employees, meter readers, code enforcement).
- Issue administrative and criminal citations as applicable per jurisdictional based ordinance.
- When staffing allows, participate in any related committees or teams as related to public safety.
- Provide an Animal Control Officer on duty for afterhours emergency on-call service for a minimum of 4 days each week when minimum staffing levels are met.

B. Shelter Services.

Shelter Services means all the following services, including shelter facilities, supplies, animal care staff, supervisors and administrative personnel, and any other personnel, supplies, and equipment reasonably required to perform the following services (the "Shelter Services"):

- Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by a Member Agency, a Good Samaritan, or shelter personnel.
- Quarantine provision of biting domestic animals that cannot be quarantined at home.
- Provision for surrender and reclaim of abandoned, lost, or stray domestic animals during established business hours.
- Provide adoption program of animals not reclaimed by owners.
- Support as able a shelter-neuter-return program and/or feral cat sterilization program for community feral cats.
- Whenever possible, provide live outcomes for healthy or treatable animals through return to owner, placement with rescue partners, or adoption.
- Provide humane euthanasia and disposal of unhealthy, untreatable, or otherwise unadoptable domestic animals that fail to meet the health and temperament standards of the shelter.
- Provision for collecting unpaid fees from the public for services provided or rendered.

C. Veterinary Services

Veterinary Services means all the following services, including office facilities, supplies and professional and trained personnel necessary to perform the following services (the "Veterinary Services") by staff or by contract:

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- Provision of regular veterinary services by staff or through contracts to treat and provide regular veterinary care to dogs, cats and other impounded domestic animals as needed.
- Monitor quarantined animals that have bitten or designate staff to monitor animals.
- Operate spay/neuter clinic that includes periodic public opportunities for free or low cost spay/neuter for residents of jurisdictional areas.
- Through contract, provision of afterhours emergency veterinary care for injured/sick domestic animals found within member jurisdictions.
- Provide additional spay/neuter opportunities for community through related vendors as available and as approved

D. Animal Licensing Services

Animal Licensing Services means all the following services, including any vehicles, office facilities, supplies, equipment and personnel necessary to perform the following services (the "Animal Licensing Services"):

- Computerized animal licensing including up to delinquent notices on licensing renewals and online purchasing capabilities.
- Provide licenses at animal shelter during established business hours.
- When able, provide staff/volunteers to include issuing licenses at vaccinations, spay/neuter clinics or other community events, as applicable.
- Issue assistance animal identification tags to qualified residents as required by state law.

E. Volunteer and Community Outreach Services

Volunteer and Community Outreach Services means all the following services, including any vehicles, office facilities, supplies, equipment, and personnel necessary to perform the following services (the "Volunteer and Community Outreach Services"):

- Provide regular volunteer opportunities inside the shelter to help support and enrich both care for the animals and programs within the shelter.
- Provide volunteer and community outreach opportunities outside in the community to includes offsite adoption events and participation with events held within member agencies.
- Hold community outreach, education, and fundraising events.

F. Other services that may be provided and for which a fee may be charged:

- Pick up owned animals.
- Impound owner surrendered animals.
- Provide humane cat traps to the public to capture sick, injured or nuisance domestic animals, including feral cats.

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Exhibit "C"

Voting Formula

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to:

Adopt Resolution No.: 22-500
a. Adopt a Resolution to approve a Joint Powers Agreement (JPA) between the County and the City of Salinas to create the Hitchcock Road Animal Services Agency to administer Animal Services.
b. Authorize the Chair of the County of Monterey Board of Supervisors, or her designee, to execute the JPA on behalf of the County.

PASSED AND ADOPTED on this 13th day of December 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 December 13, 2022.

Dated: December 16, 2022
File ID: RES 22-224
Agenda Item No.: 37

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 2/12/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

Approve the County of Monterey Emergency Medical Services Plan for 2025 and authorize the Emergency Medical Services Agency Director to submit the Plan to the California Emergency Medical Services Authority.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
Approve the County of Monterey Emergency Medical Services Plan for 2025 and authorize the Emergency Medical Services Agency Director to submit the Plan to the California Emergency Medical Services Authority.

SUMMARY:

California Health and Safety Code (HSC), Division 2.5, Section 1797.254 requires counties with an established Emergency Medical Services (EMS) program to develop, file, and annually update a local EMS Plan with the California EMS Authority (EMSA). The County of Monterey's 2025 EMS Plan updates the previously approved 2022-2024 EMS Plan. Approval of the 2025 EMS Plan allows the EMS Agency to remain in compliance with its statutory requirements.

DISCUSSION:

HSC, Division 2.5, Section 1797.254 requires any county that establishes an EMS program to develop a local EMS Plan, file it with EMSA, and provide annual updates to EMSA thereafter. The County of Monterey's initial EMS Plan was filed in 1984 under the State EMS System Standards and Guidelines in effect at that time.

The County of Monterey EMS Plan submitted for Board approval represents the fifteenth comprehensive revision of the County's EMS Plan since the most recent version of the State EMS System Standards and Guidelines were published in June 1993. This submission covers the 2025 calendar year and updates the EMS Agency's most recent EMS Plan that covered the years 2022 through 2024. The 2022-2024 Plan was approved by the Board on January 28, 2025, and by EMSA on March 19, 2025. The 2025 EMS Plan includes an updated executive summary, table of contents, and revised data within the plan's tables.

Approval of the 2025 EMS Plan enables the EMS Agency to meet its statutory requirements pursuant to HSC, Division 2.5, Section 1797.254.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors Strategic Goal A: Well-Being and Quality of Life. The 2025 EMS Annual Plan establishes the overall design and key components of the EMS system. The Plan provides for an exceptional EMS system to support the health and quality of life of Monterey County residents and visitors.

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

Prepared by: Debra Hopgood, Acting EMS Director/Bureau Chief, 755-4920
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025 County of Monterey EMS Plan

County of Monterey

Board Report

Legistar File Number: 26-135

Item No.

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

March 10, 2026

Introduced: 2/12/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the County of Monterey Emergency Medical Services Plan for 2025 and authorize the Emergency Medical Services Agency Director to submit the Plan to the California Emergency Medical Services Authority.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve the County of Monterey Emergency Medical Services Plan for 2025 and authorize the Emergency Medical Services Agency Director to submit the Plan to the California Emergency Medical Services Authority.

SUMMARY:
California Health and Safety Code (HSC), Division 2.5, Section 1797.254 requires counties with an established Emergency Medical Services (EMS) program to develop, file, and annually update a local EMS Plan with the California EMS Authority (EMSA). The County of Monterey's 2025 EMS Plan updates the previously approved 2022-2024 EMS Plan. Approval of the 2025 EMS Plan allows the EMS Agency to remain in compliance with its statutory requirements.

DISCUSSION:
HSC, Division 2.5, Section 1797.254 requires any county that establishes an EMS program to develop a local EMS Plan, file it with EMSA, and provide annual updates to EMSA thereafter. The County of Monterey's initial EMS Plan was filed in 1984 under the State EMS System Standards and Guidelines in effect at that time.

The County of Monterey EMS Plan submitted for Board approval represents the fifteenth comprehensive revision of the County's EMS Plan since the most recent version of the State EMS System Standards and Guidelines were published in June 1993. This submission covers the 2025 calendar year and updates the EMS Agency's most recent EMS Plan that covered the years 2022 through 2024. The 2022-2024 Plan was approved by the Board on January 28, 2025, and by EMSA on March 19, 2025. The 2025 EMS Plan includes an updated executive summary, table of contents, and revised data within the plan's tables.

Approval of the 2025 EMS Plan enables the EMS Agency to meet its statutory requirements pursuant to HSC, Division 2.5, Section 1797.254.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved this Board Report as to form.

FINANCING:
There are no General Fund Impacts resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors Strategic Goal A: Well-Being and Quality of Life. The 2025 EMS Annual Plan establishes the overall design and key components of the EMS system. The Plan provides for an exceptional EMS system to support the health and quality of life of Monterey County residents and visitors.

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

Prepared by: Debra Hopgood, Acting EMS Director/Bureau Chief, 755-4920
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
2025 County of Monterey EMS Plan

County of Monterey Emergency Medical Services Agency

EMERGENCY MEDICAL SERVICES PLAN 2025

Revised February 2026

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Update Log

Log Number	Changes
2007-12-001	Updated Title page Added log to document changes (page ii); updated Table of Content from August 2006 EMS Plan (page 1); removed Section 3 – System Resources and Operations from August 2006 EMS Plan (pages 143 – 164) and replaced with new Section 3 – System Resources and Operations (pages 143 – 165); Removed Section 4 – Ambulance Zone Summary from August 2006 EMS Plan (page 165) and replaced with new Section 4 – Ambulance Zone Summary (page 166); Removed Section 5 – Resource Directories from August 2006 EMS Plan (pages 166 – 174) and replaced with new Section 5 – Resource Directories (pages 167 – 168); updated Standard 1.04 – Medical Director (page 23); and updated Standard 1.08 – ALS Planning (page 27).
2009-04-001	Replacement of Manual (EMS Plan 2008)
2011-05-001	Replacement of Manual (EMS Plan 2009)
2011-05-002	Removed Updated Log to document changes (page ii) from EMS Plan (2009) and replaced with new Update Log (2010); Removed Tables 2, 3, 5, and 8 from EMS Plan (2009) and replaced with new Tables 2, 3, 5, and 8 (2010). Table changes and Section 4 – Ambulance Zone Summary (no changes) submitted to the EMSA.
2012-05-001	Revised Manual (EMS Plan 2011); added Trauma Care System Update (Table 13)
2013-06-001	Revised Manual (EMS Plan 2012) and Tables 2 through 13.
2014-10-001	Revised Manual (EMS Plan 2013) and Tables 2 through 13.
2016-12-27	Updated Executive Summary; Table 2 – System Resources and Operations, specifically FY 15/16 budget and staffing information; Table 3- Personnel/Training, current EMS personnel certified and accredited with the EMS Agency and number of reviews performed; Table 4- System Resources and Operations – Communications; Table 6- System Resources Directory – Facilities/Critical Care; Table 7- Resource Directory - Disaster Medical; Table 8- Resource Directory, showing 2016 responses and transports; Table 9- Resources Directory – Facilities; Table 10- Resources Directory - Approved Training Programs; Table 11- Resources Directory - EMS Dispatch Agency; and Table 13-Trauma System Report.
2017-12-21	Updated Executive Summary; Table 1 - System Organization and Management H. Disaster Medical Response 8.10; Routine updates to Table 2 through 13
2019-01	Updated summary, updated table of contents, added plan progress objectives, updated tables 1-11 – removed trauma care system update
2023-01	Updated Executive Summary, updated Table of Contents, Routine updates to Tables 2 through 13; Updated Table 10 – Approved Training Programs.
2025-01	Updated Executive Summary and Table 1 – System Organization and Management, Section C – Communications, and Table 12 – System Organization and Management, Section C – Communications.
2025-01	Updated Executive Summary. Routine updates to Tables 2, 3, 4, 6, 8, 10, and 11.
2026-02	Updated Executive Summary. Routine updates to Tables 2, 3, 4, 6, 8, 10, and 11. Updated CCR citation included in Table 1, Section C to reflect new numbering. Update to Table 12 due to recently completed RFP process.

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Executive Summary

The County of Monterey Emergency Medical Services (EMS) Agency (EMS Agency) is a Bureau within the County of Monterey Health Department and is designated by the Board of Supervisors as the local emergency medical services agency (LEMSA) for the County of Monterey. The agency's primary responsibilities are to plan, implement, and evaluate an Emergency Medical Services (EMS) system that meets or exceeds the minimum standards developed by the California EMS Authority (EMSA). Key components of this include system monitoring/oversight, medical control, policy/procedure development and implementation, monitoring compliance with laws/regulations, certification/accreditation of EMS personnel, EMS system planning, as well as educational program approval and monitoring.

The mission of the EMS Agency is to lead the County of Monterey EMS System through establishing highest standards of emergency medical care, system operations, and medical disaster preparedness for the benefit of the people of the County of Monterey. The County of Monterey EMS System is comprised of ground and air ambulance providers, dispatch/communication centers, fire and rescue service providers, hospital emergency departments, specialty care centers for trauma, stroke, and ST elevation myocardial infarction (STEMI) patients, and the County of Monterey EMS Agency. The collaborative efforts of these EMS System partners strengthen our ability to provide emergency medical services to citizens of and visitors to the County of Monterey.

California Health and Safety Code (HSC), Division 2.5, Section 1797.254, requires LEMSAs to submit an EMS Plan to EMSA and provide annual updates thereafter. This EMS Plan Update is intended to meet the requirements of HSC, Division 2.5, Section 1797.254.

This document represents the 2025 annual update of the County of Monterey EMS Agency. This plan submission updates the most recent plan for the County of Monterey which covered calendar years 2022 through 2024. The County of Monterey EMS Agency received notice of EMSA's approval of the EMS Plan covering 2022 through 2024 on March 19, 2025.

The County of Monterey EMS Agency completed several accomplishments and system improvements during the period covered by this document. Key accomplishments included:

- In January 2025 the County of Monterey issued a Request for Proposals (RFP) for an ambulance services provider for the County of Monterey Exclusive Operating Area (EOA). Interested parties were required to submit their proposals by April 2025. After a thorough proposal review process, the County of Monterey issued a tentative award letter to American Medical Response West (AMR). In July 2025 the County of Monterey Board of Supervisors approved an agreement between the County of Monterey and AMR for Advanced and Basic Life Support Ambulance Services, Interfacility and Critical Care Transport, Standby, and Communication Services for the EOA.
- After the approval of the agreement with AMR, the EMS Agency immediately began with the Contractor to ensure that the necessary actions were taken to successfully implement services by the start of the agreement's Operational Period on February

1, 2026. During this time, the EMS Agency held multiple meetings with key stakeholders to provide updates on implementation progress and receive feedback.

- Completed annual updates of our policies and treatment protocols. We also continued to expand our policy and protocol development cycle plan to increase educational outreach efforts and opportunities for stakeholder input.
- Obtained approval of our renewal application related to our local optional scope of practice permitting the administration of buprenorphine to patients exhibiting signs or symptoms of opioid withdrawal or who were successfully resuscitated following an overdose on opioids.
- Began attending regular meetings with representatives from the medical staff at Salinas Valley State Prison (SVSP) to share information and discuss improvements to responses to and transports from the facility.
- Executed an agreement with a vendor to allow electronic processing of applications for EMT Certification and Paramedic Accreditation. The system will streamline the processing of applications and provide better communication with applicants.
- EMS Agency staff and the Medical Director participated in local crisis intervention training for law enforcement officers by presenting information on EMS policies related to behavioral health patients and answered questions on interactions between EMS and law enforcement.
- Worked with NCTI-Bay Area to review their application to open a Paramedic Program satellite location in Monterey County. The EMS Agency approved NCTI's application in July of 2025. Shortly thereafter, the first cohort of students began the didactic component of their training. Students who successfully complete the Paramedic Program will be eligible to receive 30 college units.
- During 2025 the EMS Agency successfully brought the fourth and final of our four hospitals fully online with a bidirectional health data exchange program with all EMS provider agencies.
- Fulfilled the role of the Medical Health Operational Coordinator (MHOAC) and maintained all 17 public health functions through a 24-hour-per-day, 365-days-per-year single point of contact for the program. Debra Hopgood, Acting EMS Director/Bureau Chief, serves as the MHOAC designee. The County of Monterey EMS Agency complies with Health and Safety Code Sections 1797.152 and 1797.153. The EMS Agency and MHOAC cooperate in the creation of a Medical and Health Disaster Plan for the County of Monterey and assist in the coordination of medical and health disaster resources as outlined in Section 1797.153. The MHOAC coordinates with the Regional Disaster Medical Health Coordination program as well as local and state health officials and agencies.

We thank our EMS service providers, emergency dispatchers, hospital personnel, emergency management personnel, and community throughout the County of Monterey who have demonstrated their commitment to supporting the County of Monterey EMS System and helping to make these improvements possible in our ongoing effort to meet the needs of our community.

TABLE 1: MINIMUM STANDARDS / RECOMMENDED GUIDELINES

A - SYSTEM ORGANIZATION AND MANAGEMENT

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Agency Administration:					
1.01 LEMSA Structure		X			
1.02 LEMSA Mission		X			
1.03 Public Input		X			
1.04 Medical Director		X	X		
Planning Activities:					
1.05 System Plan		X			
1.06 Annual Plan Update		X			
1.07 Trauma Planning*		X	X		
1.08 ALS Planning*		X			
1.09 Inventory of Resources		X			
1.10 Special Populations		X	X		
1.11 System Participants		X	X		
Regulatory Activities:					
1.12 Review & Monitoring		X			
1.13 Coordination		X			
1.14 Policy & Procedure Manual		X			
1.15 Compliance w/ Policies		X			

A - SYSTEM ORGANIZATION AND MANAGEMENT (Continued)

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
System Finances:					
1.16 Funding Mechanism		X			
Medical Direction:					
1.17 Medical Direction*		X			
1.18 QA/QI		X	X		
1.19 Policies, Procedures, Protocols		X	X		
1.20 DNR Policy		X			
1.21 Determination of Death		X			
1.22 Reporting of Abuse		X			
1.23 Interfacility Transfer		X			
Enhanced Level – Advanced Life Support:					
1.24 ALS Systems		X	X		
1.25 On-Line Medical Direction		X	X		
Enhanced Level – Trauma Care System:					
1.26 Trauma System Plan		X			
Enhanced Level – Pediatric Emergency Medical and Critical Care System:					
1.27 Pediatric System Plan		X			
Enhanced Level – Exclusive Operating Areas:					
1.28 EOA Plan		X			

B - STAFFING/TRAINING

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Local EMS Agency:					
2.01 Assessment of Needs		**X**			
2.02 Approval of Training		**X**			
2.03 Personnel		**X**			
Dispatchers:					
2.04 Dispatch Training		**X**	**X**		
First Responders (non-transporting):					
2.05 First Responder Training		**X**	**X**		
2.06 Response		**X**			
2.07 Medical Control		**X**			
Transporting Personnel:					
2.08 EMT-I Training		**X**	**N/A**		
Hospital:					
2.09 CPR Training		**X**			
2.10 Advanced Life Support		**X**	**N/A**		
Enhanced Level – Advanced Life Support:					
2.11 Accreditation Process		**X**			
2.12 Early Defibrillation		**X**			
2.13 Base Hospital Personnel		**X**			

C - COMMUNICATIONS

The County of Monterey EMS Agency's Communications Program complies with Health and Safety Code Sections 1797.223 and 1798.8; California Code of Regulations (CCR), Title 22, Chapter 3.3, Article 7, Sections 100096.03 (b) and (c)(2); and CCR, Title 22, Chapter 7, Article 4, Section 100169 (d).

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Communications Equipment:					
3.01 Communication Plan*		**X**	**X**		
3.02 Radios		**X**	**X**		
3.03 Interfacility Transfer*		**X**			
3.04 Dispatch Center		**X**			
3.05 Hospitals		**X**	**X**		
3.06 MCI/Disasters		**X**			
Public Access:					
3.07 9-1-1 Planning/ Coordination		**X**	**X**		
3.08 9-1-1 Public Education		**X**			
Resource Management:					
3.09 Dispatch Triage		**X**	**X**		
3.10 Integrated Dispatch		**X**	**X**		

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
4.01 Service Area Boundaries*		**X**	**X**		
4.02 Monitoring		**X**	**N/A**		
4.03 Classifying Medical Requests		**X**			
4.04 Prescheduled Responses		**X**			
4.05 Response Time*		**X**	**N/A**		
4.06 Staffing		**X**			
4.07 First Responder Agencies		**X**			
4.08 Medical & Rescue Aircraft*		**X**			
4.09 Air Dispatch Center		**X**			
4.10 Aircraft Availability*		**X**			
4.11 Specialty Vehicles*		**X**	**N/A**		
4.12 Disaster Response		**X**			
4.13 Intercounty Response*		**X**	**X**		
4.14 Incident Command System		**X**			
4.15 MCI Plans		**X**			
Enhanced Level – Advanced Life Support:					
4.16 ALS Staffing		**X**	**X**		
4.17 ALS Equipment		**X**			
Enhanced Level – Ambulance Regulation:					
4.18 Compliance		**X**			
Enhanced Level – Exclusive Operating Permits:					
4.19 Transportation Plan		**X**			
4.20 “Grandfathering”		**N/A**			
4.21 Compliance		**X**			
4.22 Evaluation		**X**			

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
5.01 Assessment of Capabilities		X	X		
5.02 Triage & Transfer Protocols*		X			
5.03 Transfer Guidelines*		X			
5.04 Specialty Care Facilities*		X			
5.05 Mass Casualty Management		X	X		
5.06 Hospital Evacuation*		X			
Enhanced Level – Advanced Life Support:					
5.07 Base Hospital Designation*		X			
Enhanced Level – Trauma Care System:					
5.08 Trauma System Design		X			
5.09 Public Input		X			
Enhanced Level – Pediatric Emergency Medical and Critical Care System:					
5.10 Pediatric System Design		X			
5.11 Emergency Departments		X	X		
5.12 Public Input		X			
Enhanced Level – Other Specialty Care Systems:					
5.13 Specialty System Design		X			
5.14 Public Input		X			

F - DATA COLLECTION / SYSTEM EVALUATION

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
6.01 QA/QI Program		**X**	**X**		
6.02 Prehospital Records		**X**			
6.03 Prehospital Care Audits		**X**	**X**		
6.04 Medical Dispatch		**X**			
6.05 Data Management System*		**X**	**X**		
6.06 System Design Evaluation		**X**			
6.07 Provider Participation		**X**			
6.08 Reporting		**X**			
Enhanced Level – Advanced Life Support:					
6.09 ALS Audit		**X**			
Enhanced Level – Trauma Care System:					
6.10 Trauma System Evaluation		**X**			
6.11 Trauma Center Data		**X**	**X**		

G - PUBLIC INFORMATION AND EDUCATION

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:						
7.01	Public Information Materials		**X**	**X**		
7.02	Injury Control		**X**	**N/A**		
7.03	Disaster Preparedness		**X**	**X**		
7.04	First Aid & CPR Training		**X**	**N/A**		

H - DISASTER MEDICAL RESPONSE

The EMS Agency fulfills the role of the Medical Health Operational Coordinator (MHOAC) and maintains all 17 public health functions through a 24-hour-per-day, 365-days-per-year single point of contact for the program. Debra Hopgood, Management Analyst III, serves as the MHOAC designee. The County of Monterey EMS Agency complies with Health and Safety Code Sections 1797.152 and 1797.153. The EMS Agency and MHOAC cooperate in the creation of a Medical and Health Disaster Plan for the County of Monterey and assist in the coordination of medical and health disaster resources as outlined in Section 1797.153. The MHOAC coordinates with the Regional Disaster Medical Health Coordination program as well as local and state health officials and agencies.

	Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
Universal Level:					
8.01 Disaster Medical Planning*		**X**			
8.02 Response Plans		**X**	**X**		
8.03 HazMat Training		**X**			
8.04 Incident Command System		**X**	**X**		
8.05 Distribution of Casualties*		**X**	**N/A**		
8.06 Needs Assessment		**X**	**X**		
8.07 Disaster Communications*		**X**			
8.08 Inventory of Resources		**X**	**X**		
8.09 DMAT Teams		**X**	**N/A**		
8.10 Mutual Aid Agreements*		**X**			
8.11 CCP Designation*	**X**				
8.12 Establishment of CCPs	**X**				
8.13 Disaster Medical Training		**X**	**N/A**		
8.14 Hospital Plans		**X**	**X**		
8.15 Interhospital Communications		**X**			
8.16 Prehospital Agency Plans		**X**	**N/A**		
Enhanced Level – Advanced Life Support:					
8.17 ALS Policies		**X**			

Enhanced Level – Specialty Care Systems:						
8.18	Specialty Center Roles		**X**			
Enhanced Level – Exclusive Operating Areas/Ambulance Regulations:						
8.19	Waiving Exclusivity		**X**			

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT

Reporting Year: **2025**

NOTE: Number (1) below is to be completed for each county. The balance of Table 2 refers to each agency.

1. Percentage of population served by each level of care by county:
(Identify for the maximum level of service offered; the total of a, b, and c should equal 100%.)

County: Monterey

A.	Basic Life Support (BLS)	0%
B.	Limited Advanced Life Support (LALS)	0%
C.	Advanced Life Support (ALS)	**100%**

2. Type of agency

Health Department

3. The person responsible for day-to-day activities of the EMS agency reports to

Director of Health Services

4. Indicate the non-required functions which are performed by the agency:

Implementation of exclusive operating areas (ambulance franchising)	**X**
Designation of trauma centers/trauma care system planning	**X**
Designation/approval of pediatric facilities	N/A
Designation of other critical care centers	**X**
Development of transfer agreements	N/A
Enforcement of local ambulance ordinance	**X**
Enforcement of ambulance service contracts	**X**
Operation of ambulance service	N/A
Continuing education	**X**
Personnel training	N/A
Operation of oversight of EMS dispatch center	**X**
Non-medical disaster planning	N/A
Administration of critical incident stress debriefing team (CISD)	N/A
Administration of disaster medical assistance team (DMAT)	N/A
Administration of EMS Fund [Senate Bill (SB) 12/612]	**X**
Other: _____	_____
Other: _____	_____
Other: _____	_____

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

Reporting Year: **2025**

5. EXPENSES

Salaries and benefits (All but contract personnel)	$ 1,309,399
Contract Services (e.g. medical director)	348,229
Operations (e.g. copying, postage, facilities)	131,733
Travel	16,241
Fixed assets	
Indirect expenses (overhead)	325,872
Ambulance subsidy	108,000
EMS Fund payments to physicians/hospital	576,183
Dispatch center operations (non-staff)	
Training program operations	
Other: CSA-74 Fund—EMS Training and Equipment Support	474,690
Other: County-wide Communications/Radio System	62,415
Other: _____	
TOTAL EXPENSES	**$ 3,352,762**

6. SOURCES OF REVENUE

Special project grant(s) [from EMSA]	$
Preventive Health and Health Services (PHHS) Block Grant	
Office of Traffic Safety (OTS)	
State general fund	
County general fund	233,571
Other local tax funds (e.g., EMS district)	2,061,206
County contracts (e.g. multi-county agencies)	
Certification fees	
Training program approval fees	
Training program tuition/Average daily attendance funds (ADA)	
Job Training Partnership ACT (JTPA) funds/other payments	
Base hospital application fees	

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

Trauma center application fees	_____
Trauma center designation fees	178,204
Pediatric facility approval fees	_____
Pediatric facility designation fees	_____
Other critical care center application fees	_____
Type: _____	
Other critical care center designation fees	_____
Type: _____	
Ambulance service/vehicle fees	_____
Contributions	_____
EMS Fund (SB 12/612)	770,751
Other: Grant	_____
Other: Air Ambulance License fees	100,000
Other (specify): Legal Services	30
Other (specify): Penalties to EOA Service Provider	9,000
TOTAL REVENUE	**$ 3,352,762**

TOTAL REVENUE SHOULD EQUAL TOTAL EXPENSES.
IF THEY DON'T, PLEASE EXPLAIN.

7. Fee structure

_____ We do not charge any fees

__x__ Our fee structure is:

First responder certification	$ _____
EMS dispatcher certification	_____
EMT-I certification	_____
EMT-I recertification	_____
EMT-defibrillation certification	_____
EMT-defibrillation recertification	_____
AEMT certification	_____
AEMT recertification	_____
EMT-P accreditation	_____
Mobile Intensive Care Nurse/Authorized Registered Nurse certification	_____
MICN/ARN recertification	_____
EMT-I training program approval	_____
AEMT training program approval	_____
EMT-P training program approval	_____
MICN/ARN training program approval	_____
Base hospital application	_____
Base hospital designation	_____
Trauma center application	_____
Trauma center designation	178,203.69
Pediatric facility approval	_____
Pediatric facility designation	_____
Other critical care center application Type: _____	
Other critical care center designation Type: _____	
Ambulance Service License	_____
Ambulance Vehicle Permits	_____
Other: Air ambulance service fee	$25,000
Other: _____	_____
Other: _____	_____

TABLE 2: SYSTEM ORGANIZATION AND MANAGEMENT (cont.)

CATEGORY	ACTUAL TITLE	FTE POSITIONS (EMS ONLY)	TOP SALARY BY HOURLY EQUIVALENT	BENEFITS (% of Salary)	COMMENTS
EMS Admin./Coord./Director	EMS Director/Bureau Chief	1	$155.12	32.60%	
Asst. Admin./Admin..Asst./Admin. Mgr.	Management Analyst III	1	$63.30	32.60%	
ALS Coord./Field Coord./Trng Coordinator					
Program Coordinator/Field Liaison (Non-clinical)	EMS Analyst	4	$57.79	32.60%	
Trauma Coordinator	Health Program Coordinator	1	$63.80	32.60%	
Medical Director	Medical Director				Contracted position. No benefits
Other MD/Medical Consult/Training Medical Director					
Disaster Medical Planner					
Dispatch Supervisor					
Medical Planner					
Data Evaluator/Analyst	Epidemiologist II	0.20	$54.92	32.60%	
QA/QI Coordinator					
Public Info. & Education Coordinator					
Executive Secretary					
Other Clerical					
Data Entry Clerk					
Other	Administrative Services Assistant	1	$50.26	32.60%	
Other	Accountant I	1	$42.02	32.60%	

Include an organizational chart of the local EMS agency and a county organization chart(s) indicating how the LEMSA fits within the county/multi-county structure.

The organizational chart below represents the Monterey County EMS Agency's staffing as of January 1, 2026.

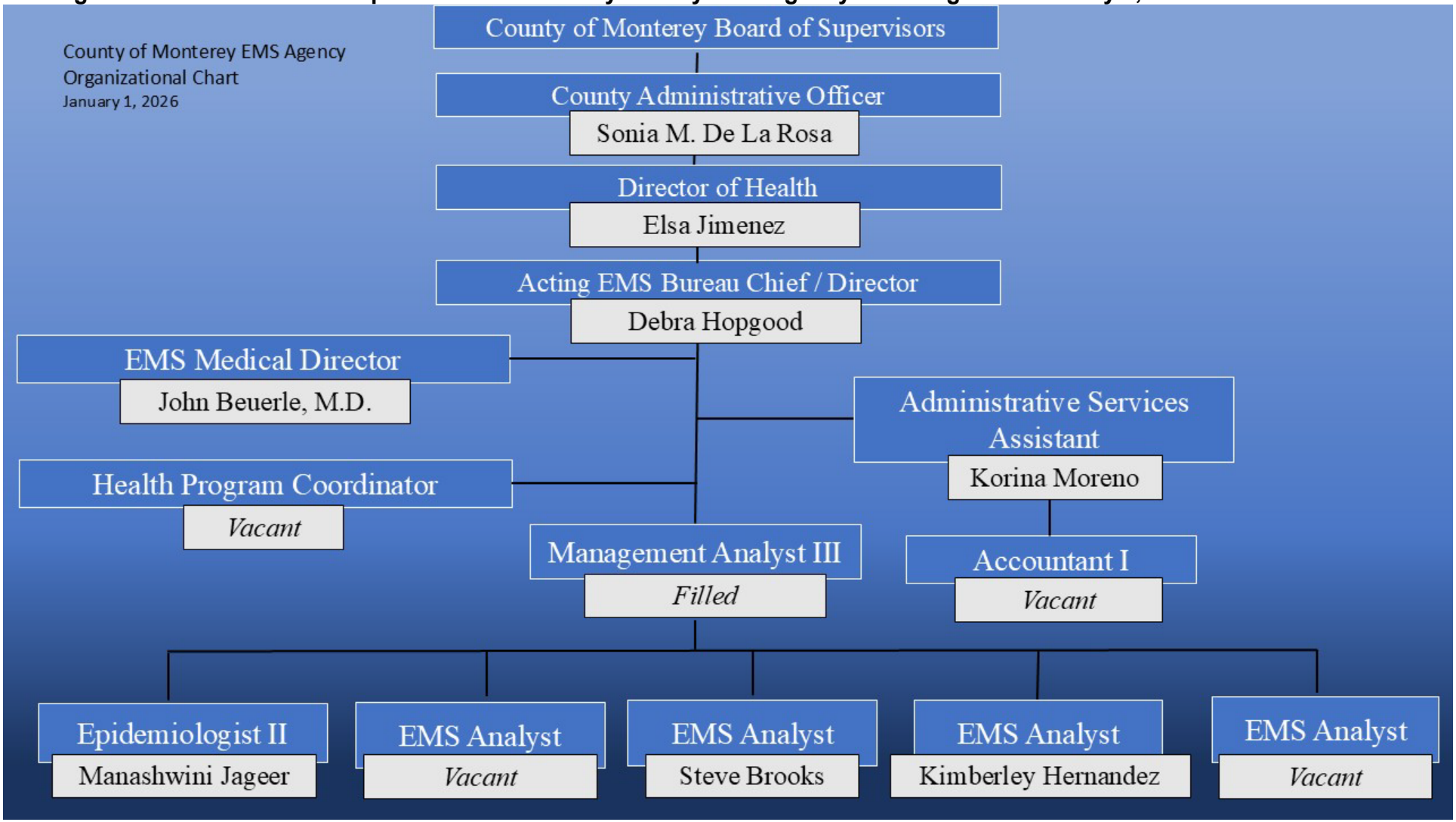


TABLE 3: STAFFING/TRAINING

Reporting Year: **2025**

	EMT - Is	EMT - IIs	EMT - Ps	MICN
Total Certified	**691**	N/A		N/A
Number newly certified this year	**107**	N/A		N/A
Number recertified this year	**270**	N/A		N/A
Total number of accredited personnel on July 1 of the reporting year	N/A	N/A	**220**	N/A
Number of certification reviews resulting in:				
a) formal investigations	**5**	N/A	0	N/A
b) probation	**2**	N/A	**0**	N/A
c) suspensions	**0**	N/A	**0**	N/A
d) revocations	**0**	N/A	**0**	N/A
e) denials	**1**	N/A	**0**	N/A
f) denials of renewal	**0**	N/A	**0**	N/A
g) no action taken	**2**	N/A	**0**	0N/A

1. Early defibrillation:
   a) Number of EMT-I (defib) authorized to use AEDs — Unknown
   b) Number of public safety (defib) certified (non-EMT-I) — Unknown

2. Do you have an EMR training program — ☒ yes ☐ no

TABLE 4: COMMUNICATIONS

County: **Monterey**

Reporting Year: **2025**

1. Number of primary Public Service Answering Points (PSAP)
   - **County of Monterey Emergency Communications Department**
   - **California Highway Patrol – Monterey**
   - **City of Carmel**
   - **Fort Hunter Liggett**
   - **Presidio of Monterey (POM)**

   5

2. Number of secondary PSAPs
   - **American Medical Response**
   - **CalFire**

   2

3. Number of dispatch centers directly dispatching ambulances **2**
4. Number of EMS dispatch agencies utilizing EMD guidelines **1**
5. Number of designated dispatch centers for EMS Aircraft **2**
6. Who is your primary dispatch agency for day-to-day emergencies?
   - **County of Monterey Emergency Communications Department (9-1-1)**
7. Who is your primary dispatch agency for a disaster?
   - **County of Monterey Emergency Communications Department (9-1-1)**
8. Do you have an operational area disaster communication system? ☒ Yes ☐ No

   a. Radio primary frequency 458.4/453.4 467.950/462.950,467.975/462.975

   b. Other methods – ReddiNet, TENS, EAS, CAHAN, Faxes, Internet, Text Messages, Cell, Commercial Satellite Phones, etc

   c. Can all medical response units communicate on the same disaster communications system? ☒ Yes ☐ No

   d. Do you participate in the Operational Area Satellite Information System (OASIS)? ☒ Yes ☐ No

   e. Do you have a plan to utilize the Radio Amateur Civil Emergency Services (RACES) as a back-up communication system? ☐ Yes ☒ No

      1) Within the operational area? ☒ Yes ☐ No
         a. County of Monterey Operational Area Emergency Operations Plan is a ratified plan to utilize ARES/RACES as a communication

system. Per the County of Monterey Emergency Operations Plan (EOP), ARES/RACES is integrated into the Monterey County Operational Area (MCOA) Emergency Operations Center (EOC) Logistics Section, Communications Unit to provide:

i. amateur radio emergency services under the direction of the EOC
ii. emergency radio services in critical facilities; incident command centers (equipment & staff).

b. MCDEM is currently discussing additional capacities with ARES/RACES as backup communication systems for Operational Area, Regional, and State communications.

2) Between operation area and the region and/or state? ☐ Yes ☒ No

a. MCDEM is currently working with Monterey County ARES/RACES and San Benito ARES/RACES to develop Cross Operational Area Trainings.
b. MCDEM is currently discussing additional capacities with ARES/RACES as backup communication systems for Operational Area, Regional, and State communications.

TABLE 5: RESPONSE/TRANSPORTATION

County: **Monterey**

Reporting Year: **2025**

Early Defibrillation Providers

1. Number of EMT-Defibrillation providers **22**

SYSTEM STANDARD RESPONSE TIMES (90TH PERCENTILE)

Enter the response times in the appropriate boxes:

	METRO/URBAN	SUBURBAN/ RURAL	WILDERNESS	SYSTEMWIDE
BLS and CPR capable first responder	N/A	N/A	N/A	N/A
Early defibrillation responder	N/A	N/A	N/A	N/A
Advanced life support responder	N/A	N/A	N/A	N/A
Transport Ambulance	**8 Minutes**	**12 / 16 Minutes**	**ASAP**	N/A

TABLE 6: FACILITIES/CRITICAL CARE

County: **Monterey**

Reporting Year: **2025**

Trauma

Trauma patients:

	2025
1. Number of patients meeting trauma triage criteria.	1,754
2. Number of major trauma victims transported directly to a trauma center by ambulance.	1,339
3. Number of major trauma patients transferred to a trauma center.	57
4. Number of patients meeting trauma triage criteria who weren't treated at a trauma center.	358

Emergency Departments

Total number of emergency departments	**4**
1. Number of referral emergency services	**0**
2. Number of standby emergency services	**0**
3. Number of basic emergency services	**4**
4. Number of comprehensive emergency services	**0**

Receiving Hospitals

1. Number of receiving hospitals with written agreements	**4**
2. Number of base hospitals with written agreements	**3**

TABLE 7: DISASTER MEDICAL

County: **Monterey**

Reporting Year: **2025**

SYSTEM RESOURCES

1. Casualty Collections Points (CCP)
   a. Where are your CCPs located? **N/A, see 8.11 and 8.12**
   b. How are they staffed? **N/A**
   c. Do you have a supply system for supporting them for 72 hours? **N/A**

2. CISD
   Do you have a CISD provider with 24-hour capability? ☒ Yes ☐ No

3. Medical Response Team
   a. Do you have any team medical response capability? ☐ Yes ☒ No
   b. For each team, are they incorporated into your local response plan? **N/A**
   c. Are they available for statewide response? **N/A**
   d. Are they part of a formal out-of-state response system? **N/A**

4. Hazardous Materials
   a. Do you have any HazMat trained medical response teams? ☒ Yes ☐ No
   b. At what HazMat level are they trained? **Level A**
   c. Do you have the ability to do decontamination in an emergency room? ☒ Yes ☐ No
   d. Do you have the ability to do decontamination in the field? ☒ Yes ☐ No

OPERATIONS

1. Are you using a Standardized Emergency Management System (SEMS) that incorporates a form of Incident Command System (ICS) structure? ☒ Yes ☐ No

2. What is the maximum number of local jurisdiction EOCs you will need to interact with in a disaster? **12 cities and 20 special districts**

3. Have you tested your MCI Plan this year in a:
   a. real event? ☒ Yes ☐ No
   b. exercise? ☒ Yes ☐ No

TABLE 7: DISASTER MEDICAL (cont.)

4. List all counties with which you have a written medical mutual aid agreement:
   California Mutual Aid County and Intra-Medical Health Regional and Cooperative Agreement for Emergency Medical and Health Disaster Services; California Mutual Aid Region II Intra-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance

5. Do you have formal agreements with hospitals in your operational area to participate in disaster planning and response? ☒ Yes ☐ No

6. Do you have formal agreements with community clinics in your operational areas to participate in disaster planning and response? ☐ Yes ☒ No

7. Are you part of a multi-county EMS system for disaster response? ☒ Yes ☐ No

8. Are you a separate department or agency? ☐ Yes ☒ No

9. If not, to whom do you report? **County of Monterey Health Department**

8. If your agency is not in the Health Department, do you have a plan to coordinate public health and environmental health issues with the Health Department? **N/A**

TABLE 8: RESOURCE DIRECTORY

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** American Medical Response West **Response Zone:** #1

Address: 2511 Garden Rd Ste A140
Monterey, CA 93940

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **36**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **20**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☒ CCT ☒ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

42,102 Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

27,620 Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Big Sur Volunteer Fire Brigade **Response Zone:** Big Sur Coast

Address: PO Box 520
Big Sur, CA 93920

Phone Number: 831-667-2113

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Cachagua Fire Protection District **Response Zone:** Cachagua FPD

Address: PO Box 2090
Carmel Valley, CA 93924

Phone Number: 831-659-7700

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Carmel Highlands Fire Protection District) **Response Zone:** Carmel Highlands PFD

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Cypress Fire Protection District) **Response Zone:** Cypress FPD

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Pebble Beach Community Services District) **Response Zone:** Pebble Beach CSD

Address: 3101 Forrest Lake Rd
Pebble Beach, CA 93953

Phone Number: 831-373-1274

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☐ Law ☒ Other Explain: Community Services District	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Soledad) **Response Zone:** City of Soledad

Address: 2221 Garden Rd
Monterey, CA 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (South Monterey County FPD) **Response Zone:** SOMOCO

Address: 2221 Garden Rd
Monterey, Ca. 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CAL FIRE (Aromas Tri-County Fire Protection District **Response Zone:** Tri-County FPD

Address: 2221 Garden Rd
Monterey, Ca. 93940

Phone Number: 831-333-2600

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** CALSTAR/Reach **Response Zone:** Monterey County

Address: 4922 Baily Loop
McClellan, CA 95652

Phone Number: 916-921-4000

Number of Ambulance Vehicles in Fleet: 8

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 8

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☒ 7-Digit ☐ CCT ☒ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☒ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

363 Total number of responses	**171** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Camp Roberts Emergency Services **Response Zone:** Camp Roberts

Address: HQ Camp Roberts Hwy 101, Bldg 4050
Camp Roberts, CA 93451

Phone Number: 831-238-8220

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Carmel Ambulance **Response Zone:** Carmel-by-the-Sea

Address: PO Box CC
Carmel, CA 93921

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: **2**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **1**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

1,302	Total number of responses	**644**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** California Correctional Training Facility **Response Zone:** State Prison

Address: Hwy 101 Soledad
Soledad, CA 93960

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☒ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☒ Other Explain: Corrections	☐ City ☐ County ☒ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** California Highway Patrol **Response Zone:** Monterey County

Address: 5020 Wing Ave
Paso Robles, CA 93446

Phone Number: 805-239-3553

Number of Ambulance Vehicles in Fleet: 1

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 1

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☐ Ground ☒ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☐ County ☒ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☒ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

55 Total number of responses	**19** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Marina Fire Department **Response Zone:** City of Marina

Address: 211 Hillcrest Ave
Marina, CA 93933

Phone Number: 831-718-9555

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Fort Hunter-Liggett Fire Department **Response Zone:** FHL US Army Garrison

Address: T-120 Infantry Rd
Jolon, CA 93928

Phone Number: 831-678-5922

Number of Ambulance Vehicles in Fleet: 2

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 1

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	If Public:	If Public:	If Air:	Air Classification:
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

195	Total number of responses	**83**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Gonzales Fire Department **Response Zone:** Cities of Gonzalez & Gonzalez Rural Fire Protection District

Address: PO Box 647
Gonzalez, CA 93926

Phone Number: 831-675-5000

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain: Public Safety	☒ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Greenfield Fire Department **Response Zone:** City of Greenfield and Greenfield FPD

Address: 380 Oak Ave
Greenfield, CA 93927

Phone Number: 831-674-5484

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of King Fire Department **Response Zone:** City of King City

Address: PO Box 2550
King City, CA 93930

Phone Number: 831-385-3430

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Regional Fire Protection District/CVFA **Response Zone:** #3

Address: 19900 Portola Dr
Salinas, CA 93908

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: **5**

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: **3**

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport; ☒ ALS ☐ BLS ☐ LALS; ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT; ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

2,100	Total number of responses	**919**	Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Air Ambulance Services

	Total number of responses		Total number of transports
	Number of emergency responses		Number of emergency transports
	Number of non-emergency responses		Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025 (Flight Ops ended Feb 28, 2025 at 18:00)**

Response/Transportation/Providers

County: Monterey **Provider:** Mercy Air Service **Response Zone:** Monterey County

Address: 1670 Miro Wy
Rialto, CA 92376

Phone Number: 909-829-7030

Number of Ambulance Vehicles in Fleet: 2

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 1

Written Contract:	Medical Director:	System Available 24 Hours:	Level of Service:
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Transport ☐ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☐ Ground ☒ Air ☐ Water

Ownership:	If Public:	If Public:	If Air:	Air Classification:
☐ Public ☒ Private	☐ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☐ Federal	☒ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☒ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

2 Total number of responses	**2** Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Mid Coast Fire Brigade **Response Zone:** Mid Coast

Address: 33841 Palo Colorado Canyon
Monterey, CA 93923

Phone Number: 831-624-8287

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☒ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Monterey Fire Department **Response Zone:** Cities of Monterey, Carmel, Sand City and Pacific Grove

Address: 610 Pacific St
Monterey, CA 93940

Phone Number: 831-646-3900

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses	_____ Total number of transports
_____ Number of emergency responses	_____ Number of emergency transports
_____ Number of non-emergency responses	_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Monterey County Parks **Response Zone:** Monterey County Parks

Address: 2610 San Antonio Rd
Bradley, CA 93426

Phone Number: 831-472-2311

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☐ Fire ☒ Law ☐ Other Explain:	☐ City ☒ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** North County Fire Protection District **Response Zone:** North County FPD

Address: 11200 Speegle St
Castroville, CA 95012

Phone Number: 831-633-2578

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☐ ALS ☒ 9-1-1 ☒ Ground ☒ Non-Transport ☒ BLS ☐ 7-Digit ☐ Air ☐ LALS ☐ CCT ☐ Water ☐ IFT

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☒ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** Presidio of Monterey Fire Department **Response Zone:** Presidio of Monterey

Address: Bldg #4400 General Jim Moore Blvd
Seaside, Ca 93955

Phone Number: 831-242-7702

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☐ Yes ☒ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☐ City ☐ County ☐ State ☐ District ☒ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Salinas Fire Department **Response Zone:** City of Salinas

Address: 65 West Alisal St Ste 200
Salinas, CA 93901

Phone Number: 831-758-7261

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☒ ALS ☐ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Table 8: Resource Directory

Reporting Year: **2025**

Response/Transportation/Providers

County: Monterey **Provider:** City of Seaside Fire Department **Response Zone:** Cities of Seaside and Del Rey Oaks

Address: 1635 Broadway Ave
Seaside, CA 93955

Phone Number: 831-899-6790

Number of Ambulance Vehicles in Fleet: 0

Average Number of Ambulances on Duty At 12:00 p.m. (noon) on Any Given Day: 0

Written Contract:	**Medical Director:**	**System Available 24 Hours:**	**Level of Service:**
☒ Yes ☐ No	☐ Yes ☒ No	☒ Yes ☐ No	☐ Transport ☒ Non-Transport ☐ ALS ☒ BLS ☐ LALS ☒ 9-1-1 ☐ 7-Digit ☐ CCT ☐ IFT ☒ Ground ☐ Air ☐ Water

Ownership:	**If Public:**	**If Public:**	**If Air:**	**Air Classification:**
☒ Public ☐ Private	☒ Fire ☐ Law ☐ Other Explain:	☒ City ☐ County ☐ State ☐ District ☐ Federal	☐ Rotary ☐ Fixed Wing	☐ Auxiliary Rescue ☐ Air Ambulance ☐ ALS Rescue ☐ BLS Rescue

Transporting Agencies

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

Air Ambulance Services

_____ Total number of responses
_____ Number of emergency responses
_____ Number of non-emergency responses

_____ Total number of transports
_____ Number of emergency transports
_____ Number of non-emergency transports

TABLE 9: FACILITIES

County: Monterey

Reporting Year: **2025**

Facility: **Natividad** Telephone Number: 831-755-4185
Address: **1441 Constitution Blvd**
Salinas, CA 93906

Written Contract:	Service:	Base Hospital:	Burn Center:
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	If Trauma Center what level:	
Pediatric Critical Care Center[1]	❒ Yes ☒ No			
EDAP[2]	❒ Yes ☒ No			
PICU[3]	❒ Yes ☒ No	☒ Yes ❒ No	❒ Level I	☒ Level II
			❒ Level III	❒ Level IV

STEMI Center:	Stroke Center:
❒ Yes ☒ No	❒ Yes ☒ No

[1] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[2] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[3] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2025**

Facility: **Community Hospital of the Monterey Peninsula (CHOMP)** Telephone Number: 831-642-5311

Address: **23625 Holman Highway**
Monterey, CA 93940

Written Contract:	Service:	Base Hospital:	Burn Center:
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	If Trauma Center what level:	
Pediatric Critical Care Center[4]	❒ Yes ☒ No			
EDAP[5]	❒ Yes ☒ No			
PICU[6]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
			❒ Level III	❒ Level IV

STEMI Center:	Stroke Center:
☒ Yes ❒ No	☒ Yes ❒ No

[4] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[5] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[6] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2025**

Facility: **Salinas Valley Health (SVH)** Telephone Number: 831-757-4333
Address: **450 E. Romie Ln**
Salinas, CA 93901

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	☒ Yes ❒ No	❒ Yes ☒ No

		Trauma Center:	**If Trauma Center what level:**	
Pediatric Critical Care Center[7]	❒ Yes ☒ No			
EDAP[8]	❒ Yes ☒ No			
PICU[9]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
			❒ Level III	❒ Level IV

STEMI Center:	**Stroke Center:**
☒ Yes ❒ No	☒ Yes ❒ No

[7] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[8] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[9] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 9: FACILITIES (cont.)

County: Monterey

Reporting Year: **2025**

Facility: **George L. Mee Memorial Hospital** Telephone Number: 831-385-6000
Address: **300 Canal St**
King City, CA 93930

Written Contract:	**Service:**	**Base Hospital:**	**Burn Center:**
☒ Yes ❒ No	❒ Referral Emergency ❒ Standby Emergency ☒ Basic Emergency ❒ Comprehensive Emergency	❒ Yes ☒ No	❒ Yes ☒ No

		Trauma Center:	**If Trauma Center what level:**	
Pediatric Critical Care Center[10]	❒ Yes ☒ No			
EDAP[11]	❒ Yes ☒ No			
PICU[12]	❒ Yes ☒ No	❒ Yes ☒ No	❒ Level I	❒ Level II
			❒ Level III	❒ Level IV

STEMI Center:	**Stroke Center:**
❒ Yes ☒ No	❒ Yes ☒ No

[10] Meets EMSA *Pediatric Critical Care Center (PCCC) Standards*
[11] Meets EMSA Emergency Departments Approved for Pediatrics (EDAP) Standards
[12] Meets California Children Services (CCS) Pediatric Intensive Care Unit (PICU) Standards

TABLE 10: APPROVED TRAINING PROGRAMS

County: Monterey **Reporting Year: 2025**

Training Institution: **Hartnell College** Telephone Number: **831-770-6146**
Address: **411 Central Ave**
Salinas Ca 93901
Student Eligibility*: **Open**
Program Level **EMT
Cost of Program:
Basic: **$1200**
Refresher: **$400**

Number of students completing training per year:	
Initial training:	**87**
Refresher:	0
Continuing Education:	0
Expiration Date:	4/30/27
Number of courses:	
Initial training:	**5**
Refresher:	0
Continuing Education:	0

Training Institution: **Monterey Peninsula College** Telephone Number: **831-770-6146**
Address: **980 Fremont Street**
Monterey, CA 93940
Student Eligibility*: **Open**
Program Level **EMT
Cost of Program:
Basic: **$933**
Refresher: **$42**
Cost does not include fees such as Live Scan, vaccinations, uniform, etc.

Number of students completing training per year:	
Initial training:	**89**
Refresher:	6
Continuing Education:	0
Expiration Date:	5/31/27
Number of courses:	
Initial training:	**4**
Refresher:	2
Continuing Education:	0

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS (cont.)

County: Monterey **Reporting Year: 2025**

Training Institution: **Monterey Peninsula College** Telephone Number: **831-770-6146**
Address: **980 Fremont St.**
Monterey, CA 93940
Student Eligibility*: **Open**
Program Level **EMR
Cost of Program:
Basic: **$650**
Refresher: **$N/A**
Number of students completing training per year:
Initial training: **17**
Refresher: 0
Continuing Education: 0
Expiration Date: 4/30/29
Number of courses:
Initial training: **2**
Refresher: 0
Continuing Education: 0

Training Institution: **Big Sur Fire** Telephone Number: **831-667-2113**
Address: **P.O. Box 520**
Big Sur, CA 93920
Student Eligibility*: **Restricted**
Program Level **EMR
Cost of Program:
Basic: **$0**
Refresher: **$0**
Number of students completing training per year:
Initial training: **9**
Refresher: 0
Continuing Education: 9
Expiration Date: 9/23/29
Number of courses:
Initial training: **1**
Refresher: 0
Continuing Education: 8

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS (cont.)

County: Monterey **Reporting Year: 2025**

Training Institution: **Mid-Coast Fire Brigade** Telephone Number: **831-625-8175**
Address: **38000 Palo Colorado Road**
Carmel, CA 93923
Student Eligibility*: **Restricted**
Program Level **EMR
Cost of Program:
Basic: **$0**
Refresher: **$0**
Number of students completing training per year:
Initial training: **5**
Refresher: 0
Continuing Education: 1
Expiration Date: 2/29/28
Number of courses:
Initial training: **1**
Refresher: 0
Continuing Education: 1

Training Institution: Telephone Number:
Address:
Student Eligibility*:
**Program Level
Cost of Program:
Basic:
Refresher:
Number of students completing training per year:
Initial training:
Refresher:
Continuing Education:
Expiration Date:
Number of courses:
Initial training:
Refresher:
Continuing Education:

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level.

TABLE 10: APPROVED TRAINING PROGRAMS (cont.)

County: Monterey **Reporting Year: 2025**

Training Institution: **South Bay Regional Public Safety Training Consortium/Monterey Peninsula College** Telephone Number: **831-646-1240**
Address: **980 Fremont Street, Monterey, CA 93940**
Student Eligibility*: **Open**
Program Level: **Paramedic
Cost of Program:
Basic:
Refresher:
Number of students completing training per year:
Initial training:
Refresher:
Continuing Education:
Expiration Date:
Number of courses:
Initial training:
Refresher:
Continuing Education:

Training Institution: **NCTI** Telephone Number: **916-960-6284**
Address: **2511 Garden St. #A-140, Monterey, CA 93940**
Student Eligibility*: **Open**
Program Level: **Paramedic
Cost of Program:
Basic: **$16,000**
Refresher: **N/A**
Number of students completing training per year:
Initial training: **0**
Refresher: 0
Continuing Education: 45
Expiration Date: 2029
Number of courses:
Initial training: **1**
Refresher: 0
Continuing Education: 3

*Open to general public or restricted to certain personnel only.
** Indicate whether EMT-I, AEMT, EMT-P, MICN, or EMR; if there is a training program that offers more than one level complete all information for each level

TABLE 11: DISPATCH AGENCY

County: Monterey **Reporting Year: 2025**

Name: **American Medical Response**

Primary Contact: **Jessica Iniquez, AMR Communications Manager**

Address: 1441 Schilling Place
Salinas, CA 93901

Telephone Number: 831-796-6444

Written Contract:
☒ Yes ☐ No

Medical Director:
☒ Yes ☐ No

☐ Day-to-Day
☐ Disaster

Number of Personnel Providing Services:

__**9**___ EMD Training _____ EMT-D _____ ALS
_____ BLS _____ LALS _____ Other

Ownership:
☐ Public ☒ Private

If Public:
☐ Fire
☐ Law
☐ Other
Explain:
_____

If Public: ☐ City ☐ County ☐ State ☐ Fire District ☐ Federal

TABLE 12: AMBULANCE ZONE SUMMARY

Local EMS Agency or County Name: County of Monterey EMS Agency

Area or Subarea (Zone) Name or Title: #1 Monterey County Exclusive Operating Area

Name of Current Provider(s):
Include company name(s) and length of operation (uninterrupted) in specified area or subarea.

American Medical Response (AMR-West)

Area or Subarea (Zone) Geographic Description:

The geographic and legal boundaries of Monterey County

Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]):
Include intent of local EMS agency and board action.

Exclusive via competitive process with approval by the Board of Supervisors.

Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]):
Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (e.g., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).

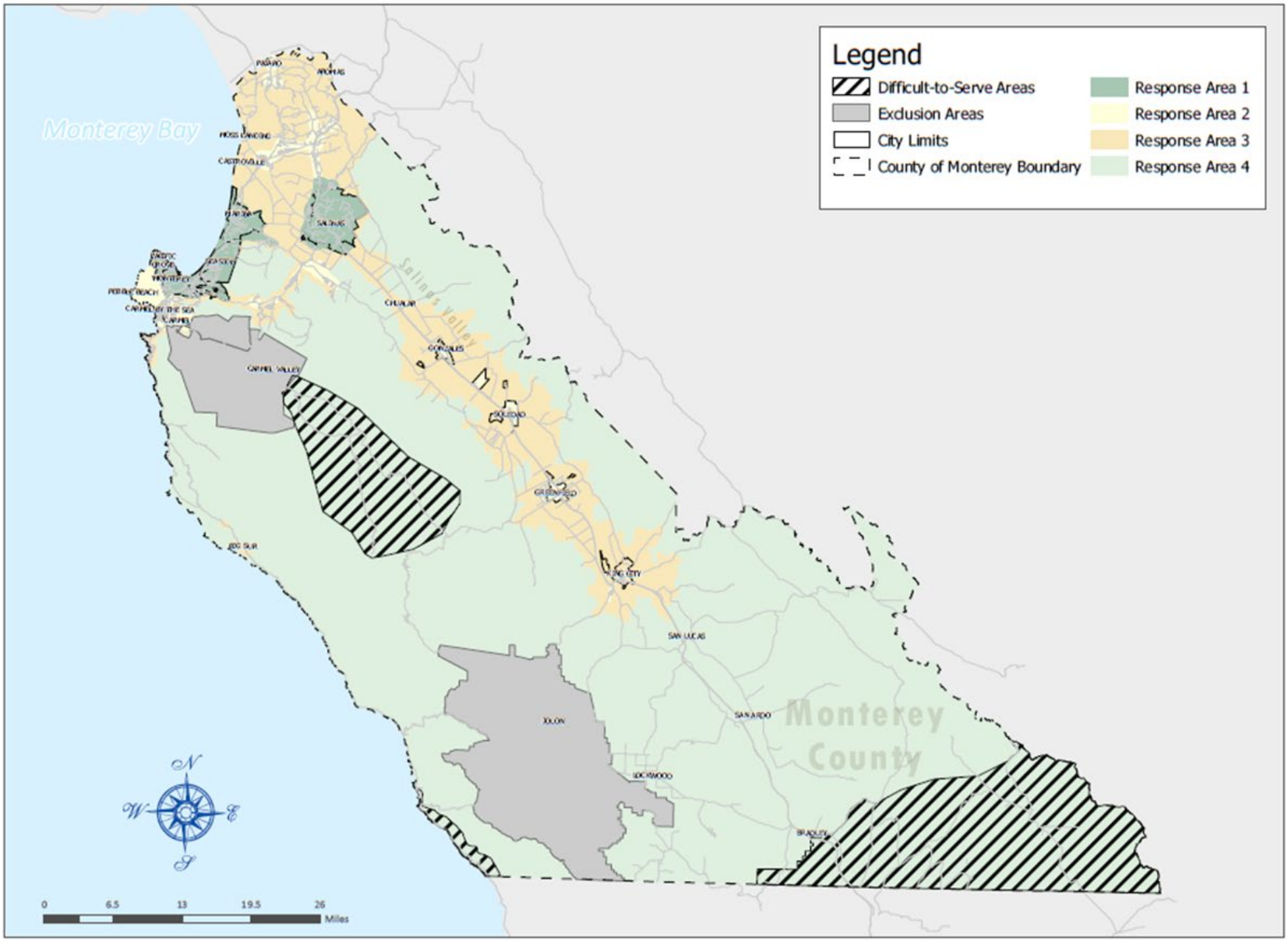
Emergency Ambulance, all emergency ambulance services (9-1-1, 7-digit, BLS IFT, ALS IFT, CCT, non-emergency, standby transportation.

Method to achieve exclusivity, if applicable (HS 1797.224):
If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

The County of Monterey has established an Exclusive Operating Area (EOA) that encompasses the geographic area defined as Monterey County (border-to-border). Within the geographic limits of the County, certain federal property, the City of Carmel, and the Carmel Valley Fire Protection District (Carmel Regional Fire Ambulance) are exempted or carved from the EOA. The EOA provider is selected by a competitive bid process. The last competitive bid process was completed in 2025. The provision of services resulting from this bid process began on February 1, 2026.

County of Monterey Exclusive Operating Area Overview Map



Local EMS Agency or County Name: County of Monterey EMS Agency

Area or Subarea (Zone) Name or Title: #2 Carmel by the Sea

Name of Current Provider(s):
Include company name(s) and length of operation (uninterrupted) in specified area or subarea.

Carmel Fire Ambulance (CFA)

Area or Subarea (Zone) Geographic Description: City of Carmel by the Sea

Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]):
Include intent of local EMS agency and board action.

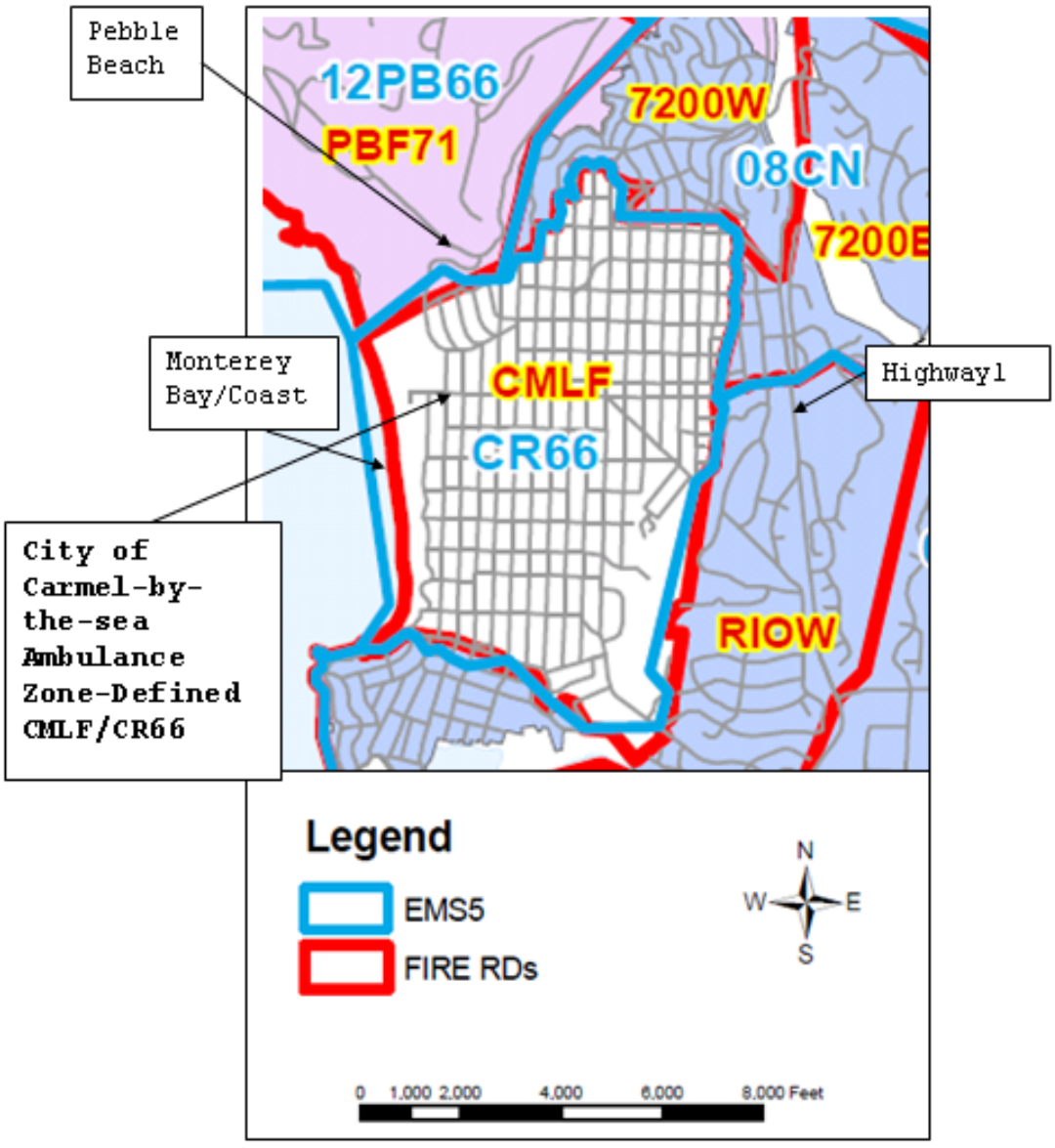
Non-exclusive

Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]): N/A

Method to achieve exclusivity, if applicable (HS 1797.224):
If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

N/A


Pebble Beach
12PB66
PBF71
7200W
08CN
7200E
Monterey Bay/Coast
CMLF
CR66
Highway1
City of Carmel-by-the-sea Ambulance Zone-Defined CMLF/CR66
RIOW
Legend
EMS5
FIRE RDs
N
W
E
S
0 1,000 2,000 4,000 6,000 8,000 Feet

Local EMS Agency or County Name: County of Monterey EMS Agency

Area or Subarea (Zone) Name or Title: #3 Carmel Valley Fire Protection District – Monterey County Fire Protection District

Name of Current Provider(s):
Include company name(s) and length of operation (uninterrupted) in specified area or subarea.

Monterey County Regional Fire Protection District (MCRFD)

Area or Subarea (Zone) Geographic Description: East to San Clemente Dr., West to Rancho San Carlos Rd., to Santa Lucia Preserve, North to Valley Hills.

Statement of Exclusivity (Exclusive or Non-Exclusive [HS 1797.6]):
Include intent of local EMS agency and board action.

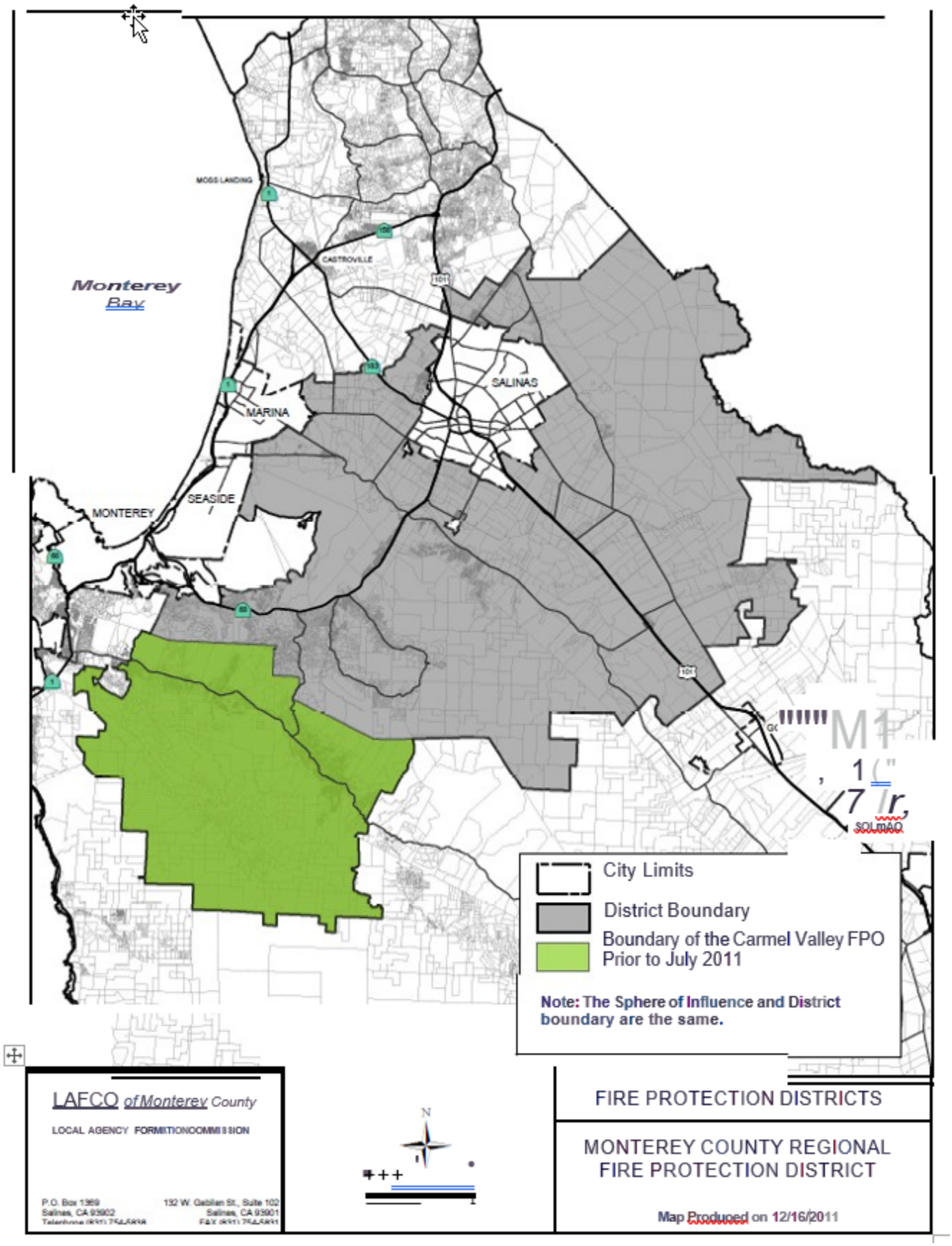
Non-exclusive

Type of Exclusivity ("Emergency Ambulance," "ALS," or "LALS" [HS 1797.85]): N/A

Method to achieve exclusivity, if applicable (HS 1797.224):
If grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively-determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

N/A


MOSS LANDING
CASTROVILLE
Monterey Bay
SALINAS
MARINA
SEASIDE
MONTEREY
City Limits
District Boundary
Boundary of the Carmel Valley FPO Prior to July 2011
Note: The Sphere of Influence and District boundary are the same.
LAFCO of Monterey County
LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369
Salinas, CA 93902
132 W. Gabilan St., Suite 102
Salinas, CA 93901
FIRE PROTECTION DISTRICTS
MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT
Map Produced on 12/16/2011

Introduced: 3/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 2 to Agreement #5010-219 with Community Human Services to provide a year-round shelter for youth who are homeless in the County of Monterey adding $15,370 for a new contract total of $135,370 with no change to the contract term of July 1, 2022 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($13,537) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $148,910.

RECOMMENDATION:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 2 to Agreement #5010-219 with Community Human Services to provide a year-round shelter for youth who are homeless in the County of Monterey adding $15,370 for a new contract total of $135,370 with no change to the contract term of July 1, 2022 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($13,537) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $148,910.

SUMMARY:
This agreement provides supplemental funding for the operations of the Safe Place Youth Shelter, operated by Community Human Services (CHS). The Safe Place Youth Shelter serves young adults ages 18-24 that are experiencing homelessness.

DISCUSSION:
Safe Place provides year-round shelter for young adults experiencing homelessness on the Monterey Peninsula. The Youth Shelter operates 7 days a week from 7 p.m. - 7 a.m. Services include 2 meals per day, and guests are provided information and referral assistance with completion of application forms for mainstream benefits. The agreement is for County's contribution of ongoing operational support for the period of July 1, 2022 through June 30, 2026.

Safe Place programs are consistent with the intent and approved uses of Homeless Housing, Assistance and Prevention (HHAP) Round 2 funding. The youth shelter qualifies for utilization of

HHAP 2 youth set-aside funds which requires a minimum amount of the total HHAP 2 allocation be spent on youth specific services to address homelessness on this population.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Homeless Housing, Assistance and Prevention (HHAP) Round 2. Sufficient appropriations and estimated revenues for SOC004 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting year-round shelter and supportive services for transition-age youth experiencing homelessness. The continued operation of the Safe Place Youth Shelter promotes safety, housing stability, and access to basic needs and benefit navigation, helping vulnerable young adults stabilize their circumstances and move toward improved long-term well-being.

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

Prepared by: Adriana Narez-Tapia, Management Analyst II, ext. 4447

Approved by: Roderick W. Franks, Director, x4430

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

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 2/3/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 2 to Agreement #5010-219 with Community Human Services to provide a year-round shelter for youth who are homeless in the County of Monterey adding $15,370 for a new contract total of $135,370 with no change to the contract term of July 1, 2022 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($13,537) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $148,910.

RECOMMENDATION:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment No. 2 to Agreement #5010-219 with Community Human Services to provide a year-round shelter for youth who are homeless in the County of Monterey adding $15,370 for a new contract total of $135,370 with no change to the contract term of July 1, 2022 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($13,537) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $148,910.

SUMMARY:
This agreement provides supplemental funding for the operations of the Safe Place Youth Shelter, operated by Community Human Services (CHS). The Safe Place Youth Shelter serves young adults ages 18-24 that are experiencing homelessness.

DISCUSSION:
Safe Place provides year-round shelter for young adults experiencing homelessness on the Monterey Peninsula. The Youth Shelter operates 7 days a week from 7 p.m. - 7 a.m. Services include 2 meals per day, and guests are provided information and referral assistance with completion of application forms for mainstream benefits. The agreement is for County's contribution of ongoing operational support for the period of July 1, 2022, through June 30, 2026.

Safe Place programs are consistent with the intent and approved uses of Homeless Housing, Assistance and Prevention (HHAP) Round 2 funding. The youth shelter qualifies for utilization of HHAP 2 youth set-aside funds which require a minimum amount of the total HHAP 2 allocation be spent on youth specific services to address homelessness on this population.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
This agreement is funded with Homeless Housing, Assistance and Prevention (HHAP) Round 2. Sufficient appropriations and estimated revenues for SOC004 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting year-round shelter and supportive services for transition-age youth experiencing homelessness. The continued operation of the Safe Place Youth Shelter promotes safety, housing stability, and access to basic needs and benefit navigation, helping vulnerable young adults stabilize their circumstances and move toward improved long-term well-being.

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

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

Prepared by: Adriana Narez-Tapia, Management Analyst II, ext. 4447

Approved by: Roderick W. Franks, Director, x4430

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

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: EF21F9BA-975C-4ED9-BD2A-4451C5A73971

COUNTY OF MONTEREY
Amendment No. 2 to Agreement No. 5010-219
Community Human Services

THIS AMENDMENT No. 2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Community Human Services (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for Youth Services Program services for the period of July 1, 2022 – June 30, 2024 for a contract total of $60,000.00 (hereinafter "Original Agreement").

WHEREAS, the parties amended the Agreement via Amendment No. 1 by adding $60,000 for a new contract total of $120,000 and extended the term through June 30, 2026.

WHEREAS, the parties wish to amend the Agreement via Amendment No. 2 by **adding $15,369.88** to support the continued need of services with no change to the contract term for a **revised contract total of $135,369.88**.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows: "The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA** in conformity with the terms of this Agreement"

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$135,369.88.**

3. **Exhibit AAA** replaces Exhibit AA and reflects the **additional $15,369.88** for a **new contract total** of **$135,369.88.**

4. **Exhibit BBB** replaces Exhibit BB and references the new **Exhibit AAA**, **Exhibit CC-1** and **Exhibit DD-1**.

5. **Exhibit CC-1** replaces Exhibit C-1 and reflects the **additional $15,369.88** for a **new contract total** of **$135,369.88**.

6. **Exhibit DD-1** replaces Exhibit D-1 and reflects the **additional $15,369.88** for the period of January 1, 2026 to June 30, 2026, for the **new contract total of $135,369.88.**

7. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No.2 and shall continue in full force and effect as set forth in the Original Agreement.

8. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A46091E5DE63489...
Deputy County Counsel

Date: 2/3/2026 | 1:20 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrew Valentine 25834C99491E449...
Auditor Controller's Office

Date: 2/3/2026 | 2:13 PM PST

CONTRACTOR:

By: DocuSigned by: Mary Ann Carbone ED1C2C8F552640E...
(Chair, President, Vice-President)

Mary Ann Carbone, Chair
(Print Name & Title)

Date: 1/30/2026 | 8:40 PM PST

By: DocuSigned by: Tim Louis 1FF127774CB8455...
(Secretary, CFO, Treasurer)

Tim Louis, Chief Financial Officer
(Print Name and Title)

Date: 2/2/2026 | 8:12 AM PST

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SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HUMAN SERVICES

A. TOTAL FUNDING:

$30,000.00	HHAP-3 YSA, July 1, 2022 - June 30, 2023
$30,000.00	HHAP-3 YSA, July 1, 2023 - June 30, 2024
$30,000.00	HHAP-3 YSA, July 1, 2024 – June 30, 2025
$30,000.00	HHAP-3 YSA, July 1, 2025 – June 30, 2026
$15,369.88	**HHAP-2 YSA, January 1, 2026 – June 30, 2026**
$135,369.88	Total Funding

B. CONTRACT TERM: July 1, 2022 - June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Monterey County Department of Social Services
Adriana Narez-Tapia, Management Analyst II
1000 S. Main Street, Suite 301, Salinas, CA 93901
Phone: **(831) 755-4447** Fax: (831) 755-8477
narez-tapiaay@countyofmonterey.gov

Contractor Information:
Community Human Services Administration
Robin McCrae, Chief Executive Officer
PO Box 3076 Monterey, CA 93942-3076
Phone: (831) 658-3811 Fax: (831) 658-3815
rmccrae@chservices.org

Location of Services:
Safe Place Youth Program
590 Pearl Street Monterey, CA 93940
Phone: (831) 373-4421

D. SUBAWARD INFORMATION:

SUBAWARD: Homeless Housing, Assistance and Prevention Funding **(HHAP3)**, Round 3, Youth Set-Aside **(YSA)** (HHAP-3, YSA) and Homeless Housing, Assistance and Prevention Funding **(HHAP2)**, Round 2, Youth Set-Aside **(YSA) (HHAP-2 YSA)**
CONTRACTOR UEI: J7GWFMM5ZCD9
Date County Awarded Funding: May 11, 2022 (HHAP-3) **and August 13, 2021 (HHAP-2)**
Federal Award Identification Number (FAIN): N/A
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND:

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low-income individuals and families in Monterey County, California. For over 25 years, Safe Place has served Monterey County runaway and homeless youth ages 18 to 24. The overarching goal of Safe Place is to keep kids safe as they transition to independent adulthood.

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F. DESCRIPTION OF SERVICES:

This funding is supporting the cost of providing a year-round shelter for youth who are homeless in Monterey County. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall operate a year-round emergency shelter for homeless youth between 18-24 years of age on the Monterey Peninsula within the requirements of the HHAP-3 program guidelines and eligible uses of funds.

F.2 CONTRACTOR shall provide year-round emergency shelter for homeless youth 7 days a week during the hours of 7 p.m. to 7 a.m.

F.3 CONTRACTOR shall provide 2 meals per day (evening and morning) to guests at the shelter.

F.4 CONTRACTOR shall conduct the Vulnerability Assessment (VI-SPDAT) to connect homeless residents with the Coordinated Assessment and Referral System (CARS).

F.5 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits.

F.6 CONTRACTOR shall ensure that services are provided in Spanish and English.

F.7 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

F.8 CONTRACTOR shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with HHAP-3 funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

F.9.1 HMIS Project ID: 3466

F.9.2 HMIS Project Title: Safe Place

F.10 CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

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F.11 CONTRACTOR shall ensure that CDC guidelines regarding COVID-19 safety protocols are adhered to.

G. SERVICE GOALS:

CONTRACTOR shall seek to achieve the following service goals during this contract term:

G.1 Provide sixty (30 per year) unduplicated youth with emergency shelter.
G.2 Provide thirteen hundred (650 per year) bed nights of shelter to homeless youth.
G.3 Provide twenty-four hundred (1,200 per year) meals at the homeless youth shelter.

H. REPORTING INSTRUCTIONS & SUBMISSION:

H.1 CONTRACTOR shall comply with all HHAP reporting requirements set forth by the Business Consumer Services and Housing Agency (BCSH).
H.2 CONTRACTOR shall submit semi-annual reports which include an HMIS CAPER report and a narrative describing service performance including the following indicators:
  H.2.1 Number of Individuals Served
  H.2.2 Demographics
  H.2.3 Outcomes and Service Goal Progress
  H.2.4 Challenges
  H.2.5 Lessons Learned
H.3 These reports are due:
  H.3.1 January 10, 2023 for the period of July 1, 2022 to December 31, 2022
  H.3.2 July 10, 2023 for the period of January 1, 2023 to June 30, 2023
  H.3.3 January 10, 2024 for the period of July 2023 to December 31, 2023
  H.3.4 July 10, 2024 for the period of January 1, 2024 to June 30, 2024.
  H.3.5 January 10, 2025 for the period of July 1, 2024 to December 31, 2024
  H.3.6 July 10, 2025 for the period of January 1, 2025 to June 30, 2025
  H.3.7 January 10, 2026 for the period of July 1, 2025 to December 31, 2025
  H.3.8 July 10, 2026 for the period of January 1, 2026 to June 30, 2026
H.4 CONTRACTOR shall submit these reports of activities addressing deliverables outlined in this Scope of Services County Contract Monitor listed in Section C.

I. PAYMENT PROVISIONS:

I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BBB,** DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
I.2 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2022 to June 30, 2023 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
I.3 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2023 to June 30, 2024 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
I.4 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2024 to June 30, 2025 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
I.5 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2025 to June 30, 2026 shall not exceed thirty thousand dollars and zero cents ($30,000.00).

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I.6 **The maximum amount payable by COUNTY to CONTRACTOR during the period of January 1, 2026 to June 30, 2026 shall not exceed fifteen thousand three hundred and sixty nine dollars and eighty eight cents ($15,369.88).**

I.7 The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, 2026) shall not exceed **one hundred and thirty five thousand three hundred sixty-nine dollars and eighty eight cents ($135,369.88)** per **Exhibits C** and **CC-1,** Budget.

J. INVOICING INSTRUCTIONS & SUBMISSION:

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, 2026.

J.2 The invoice shall be submitted on the invoice form set forth in **Exhibits D** and **DD-1.**

J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

(*Remainder of this page left blank*)

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D and Exhibit DD-1.**

1.02 Final Invoice; forfeiture for late invoice**:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoice claim.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C and Exhibit CC-1**. Only the costs listed in **Exhibits C and CC-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

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d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in

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the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

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- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

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4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Robin McCrae** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

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VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

BUDGET AMENDMENT

EXHIBIT CC-1

July 1, 2024 - June 30, 2026

Agency Name **Community Human Services**

Expense Categories	Youth Shelter FY24-25 HHAP-3 $30,000.00	Youth Shelter FY25-26 HHAP-3 $30,000.00	**Youth Shelter FY25-26 HHAP-2 $15,369.88**	Total Budget $75,369.88
Shelter Monitor Salaries	$ 29,000.00	$ 29,000.00	$ -	$ 58,000.00
Shelter Monitor Benefits	$ 1,000.00	$ 1,000.00	$ -	$ 2,000.00
Program Coordinator Salary	$ -	$ -	**$ 4,500.00**	**$ 4,500.00**
Support Counselor Salaries	$ -	$ -	**$ 8,000.00**	**$ 8,000.00**
Employee Benefits	$ -	$ -	**$ 1,472.62**	**$ 1,472.62**
Indirect Costs (10%)	$ -	$ -	**$ 1,397.26**	**$ 1,397.26**
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Program Total	$ 30,000.00	$ 30,000.00	**$ 15,369.88**	**$ 75,369.88**

Budget Narrative

Expense Category	Line Item narrative
Shelter Monitor Salaries	Approx. 1637 hours x $ 17.71
Shelter Monitor Benefits	State Unemployment Insurance ($500) and Workers Compensation ($500)
Program Coordinator Salary	**The Program Coordinator earns a total monthly salary of $7,371 and spends 1/3 of her time coordinating operations at the youth shelter ($2,456/month). Her budget of $4,500 will cover for 1.84 months of her youth shelter salary.**
Support Counselor Salaries	**Support Counselors are part-time employees that monitor the shelter overnight for safety and security purposes. At $20 an hour, the $8,000 for them will provide 400 hours of coverage, which at about 320 hours per month is 1.25 month.**
Employee Benefits	**The full-time Program Coordinator's benefits are 25% of her salary and includes medical, dental, vision, long-term disability, retirement, workers comp and SUI for about $1,125 of the budget. The part-time Support Counselors benefits are about 4.5% of their wages and**
Indirect Costs (10%)	**Indirect costs are included at 10% of the total salaries and benefits.**

Funding Source: HHAP3 and HHAP2

Community Human Services
Monterey County Department of Social Services
July 1, 2024 - June 30, 2025

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Youth Shelter 25-26 HHAP-3	Youth Shelter 25-26 HHAP-2	Total Monthly Expenses	YTD Expenses 1	YTD Expenses 2	Total YTD Expenses	Balance Remaining
Shelter Monitor Salaries	$ 29,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,000.00
Shelter Monitor Benefits	$ 1,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
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	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000.00
Total Budget		$	45,369.88					
Year to Date		$	-					
Balance Remaining		$	45,369.88					

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Community Human Services
P.O. Box 3076, Monterey, CA 93940

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Community Human Services
Monterey County Department of Social Services
July 1, 2025 - June 30, 2026

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Youth Shelter 25-26 HHAP-3	Youth Shelter 25-26 HHAP-2	Total Monthly Expenses	YTD Expenses 1	YTD Expenses 2	Total YTD Expenses	Balance Remaining
Shelter Monitor Salaries	$ 29,000.00	$ -		$ -	$ -	$ -	$ -	$ 29,000.00
Shelter Monitor Benefits	$ 1,000.00	$ -		$ -	$ -	$ -	$ -	$ 1,000.00
Program Coordinator Salary	$ 4,500.00		$ -	$ -	$ -	$ -	$ -	$ 4,500.00
Support Counselor Salaries	$ 8,000.00		$ -	$ -	$ -	$ -	$ -	$ 8,000.00
Employee Benefits	$ 1,472.62		$ -	$ -	$ -	$ -	$ -	$ 1,472.62
Indirect Costs (10%)	$ 1,397.26		$ -	$ -	$ -	$ -	$ -	$ 1,397.26
	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	$ -		$ -	$ -	$ -	$ -	$ -	$ -
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	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 45,369.88	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,369.88
Total Budget		$ 45,369.88						
Year to Date		$ -						
Balance Remaining		$ 45,369.88						

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice | Title | Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Community Human Services
P.O. Box 3076, Monterey, CA 93940

Docusign Envelope ID: EF21F9BA-975C-4ED9-BD2A-4451C5A73971

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COUNTY OF MONTEREY
Amendment #1 to Agreement 5010-219
Community Human Services

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Community Human Services (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of a 24/7 emergency youth shelter on the Monterey Peninsula for young adults 18 – 24 for a term of July 1, 2022 – June 30, 2024 for a contract total of $60,000.00 (hereinafter "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment #1 by adding $60,000 for a new contract total of $120,000 and to extend the term through June 30, 2026.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$120,000.00.**"

3. **Section 3.0, Paragraph titled "TERM OF AGREEMENT**" is hereby amended as follows: **"**The term of this Agreement is from July 1, 2022 to **June 30, 2026**, unless sooner terminated pursuant to the terms of this Agreement."

4. **Exhibit AA,** Section A reflects the **addition of $60,000.00 to extend the contract term an additional two years** for a new contract total of **$120,000.00 and service term from July 1, 2022 – June 30, 2026.**

5. **Exhibit AA,** Section C **"CONTACT INFORMATION"** is hereby amended as follows: "County Contract Monitor: "**Alex Soltero"**

6. **Exhibit AA**, Section F "**DESCRIPTION OF SERVICES**" is hereby amended as follows:
   F.9.1 HMIS Project ID: 3466
   F.9.2 HMIS Project Title: Safe Place

7. **Exhibit AA,** Section H.3**, "REPORTING INSTRUCTIONS & SUBMISSION"** is hereby amended as follows:
   H.3.5 January 10, 2025 for the period of July 1, 2024 to December 31, 2024
   H.3.6 July 10, 2025 for the period of January 1, 2025 to June 30, 2025

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H.3.7 January 10, 2026 for the period of July 1, 2025 to December 31, 2025
H.3.8 July 10, 2026 for the period of January 1, 2026 to June 30, 2026

8. **Exhibit AA,** Section I, **"PAYMENT PROVISIONS"** is hereby amended as follows:
   I.4 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2024 to June 30, 2025 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
   I.5 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2025 to June 30, 2026 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
   I.6 The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, **2026**) shall not exceed **one hundred twenty thousand dollars and zero cents ($120,000.00)** per **Exhibits** C **and C-1,** Budget.

9. **Exhibit AA,** Section J.1, **"INVOICING INSTRUCTIONS & SUBMISSION"** is hereby amended as follows:
   CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, **2026**.

10. **Exhibit AA,** Section J.2, **"INVOICING INSTRUCTIONS & SUBMISSION"** is hereby amended as follows:
    The invoice shall be submitted on the invoice form set forth in **Exhibits** D **and D-1**

11. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA** and adds **Exhibits C-1** and **D-1**.

12. **Exhibit C-1** reflects the addition of the **$60,000.00** ($30,000 for fiscal year 2024-2025 and $30,000 for fiscal year 2025-2026)**.**

13. **Exhibit D-1** reflects the **additional invoices for the $60,000.00** for the period of July 1, 2024 to June 30, 2026**.**

14. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.

15. A copy of this Amendment #1 shall be attached to the Original Agreement.

(The remainder of page is intentionally blank)

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: DocuSigned by: Lori A. Medina DF027950448749D...
Lori A. Medina, DSS Director

Date: 5/2/2024 | 9:00 AM PDT

CONTRACTOR:

By: DocuSigned by: Mary Ann Carbone ED1C2C8F552640E...
(Chair, President, Vice-President)

Mary Ann Carbone, Chair President
(Print Name & Title)

Date: 4/4/2024 | 8:18 AM PDT

By: DocuSigned by: Tim Louis 1FF127774CB8455...
(Secretary, CFO, Treasurer)

Tim Louis
(Print Name and Title)

Date: 4/4/2024 | 8:50 AM PDT

Approved as to Form:

By: DocuSigned by: 07025F3AA36B4A4...
Deputy County Counsel

Date: 4/9/2024 | 3:58 PM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor Controller's Office

Date: 4/9/2024 | 4:29 PM PDT

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SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HUMAN SERVICES

A. TOTAL FUNDING:

$30,000.00	HHAP-3 YS, July 1, 2022 - June 30, 2023
$30,000.00	HHAP-3 YS, July 1, 2023 - June 30, 2024
$30,000.00	**HHAP-3 YS, July 1, 2024 – June 30, 2025**
$30,000.00	**HHAP-3 YS, July 1, 2025 – June 30, 2026**
$120,000.00	Total **Funding**

B. CONTRACT TERM: July 1, 2022 - June 30, **2026**

C. CONTACT INFORMATION:

County Contract Monitor:
Monterey County Department of Social Services
Alex Soltero, Management Analyst II
1000 S. Main Street, Suite 301, Salinas, CA 93901
Phone: **(831) 796-3584** Fax: (831) 755-8477
solteroar@co.monterey.ca.us

Contractor Information:
Community Human Services Administration
Robin McCrae, Chief Executive Officer
PO Box 3076 Monterey, CA 93942-3076
Phone: (831) 658-3811 Fax: (831) 658-3815
rmccrae@chservices.org

Location of Services:
Safe Place Youth Program
590 Pearl Street Monterey, CA 93940
Phone: (831) 373-4421

D. SUBAWARD INFORMATION:

SUBAWARD: Homeless Housing, Assistance and Prevention Funding, Round 3, Youth Set-Aside (HHAP-3, YS)
CONTRACTOR UEI: J7GWFMM5ZCD9
Date County Awarded Funding: May 11, 2022 (HHAP-3)
Federal Award Identification Number (FAIN): N/A
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND:

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low-income individuals and families in Monterey County, California. For over 25 years, Safe Place has served Monterey County runaway and homeless youth ages 18 to 24. The overarching goal of Safe Place is to keep kids safe as they transition to independent adulthood.

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F. DESCRIPTION OF SERVICES:

This funding is supporting the cost of providing a year-round shelter for youth who are homeless in Monterey County. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

F.1 CONTRACTOR shall operate a year-round emergency shelter for homeless youth between 18-24 years of age on the Monterey Peninsula within the requirements of the HHAP-3 program guidelines and eligible uses of funds.

F.2 CONTRACTOR shall provide year-round emergency shelter for homeless youth 7 days a week during the hours of 7 p.m. to 7 a.m.

F.3 CONTRACTOR shall provide 2 meals per day (evening and morning) to guests at the shelter.

F.4 CONTRACTOR shall conduct the Vulnerability Assessment (VI-SPDAT) to connect homeless residents with the Coordinated Assessment and Referral System (CARS).

F.5 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits.

F.6 CONTRACTOR shall ensure that services are provided in Spanish and English.

F.7 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

F.8 CONTRACTOR shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with HHAP-3 funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

F.9.1 **HMIS Project ID: 3466**

F.9.2 **HMIS Project Title: Safe Place**

F.10 CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

F.11 CONTRACTOR shall ensure that CDC guidelines regarding COVID-19 safety protocols are adhered to.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

G. SERVICE GOALS:

CONTRACTOR shall seek to achieve the following service goals during this contract term:

G.1 Provide sixty (30 per year) unduplicated youth with emergency shelter.
G.2 Provide thirteen hundred (650 per year) bed nights of shelter to homeless youth.
G.3 Provide twenty-four hundred (1,200 per year) meals at the homeless youth shelter.

H. REPORTING INSTRUCTIONS & SUBMISSION:

H.1 CONTRACTOR shall comply with all HHAP reporting requirements set forth by the Business Consumer Services and Housing Agency (BCSH).
H.2 CONTRACTOR shall submit **semi-annual reports which include an HMIS CAPER report and a** narrative describing service performance including the following indicators:
- H.2.1 Number of Individuals Served
- H.2.2 Demographics
- H.2.3 Outcomes and Service Goal Progress
- H.2.4 Challenges
- H.2.5 Lessons Learned

H.3 These reports are due:
- H.3.1 January 10, 2023 for the period of July 1, 2022 to December 31, 2022
- H.3.2 July 10, 2023 for the period of January 1, 2023 to June 30, 2023
- H.3.3 January 10, 2024 for the period of July 2023 to December **31**, 2023
- H.3.4 July 10, 2024 for the period of January 1, 2024 to June 30, 2024.
- H.3.5 **January 10, 2025 for the period of July 1, 2024 to December 31, 2024**
- H.3.6 **July 10, 2025 for the period of January 1, 2025 to June 30, 2025**
- H.3.7 **January 10, 2026 for the period of July 1, 2025 to December 31, 2025**
- H.3.8 **July 10, 2026 for the period of January 1, 2026 to June 30, 2026**

H.4 CONTRACTOR shall submit these reports of activities addressing deliverables outlined in this Scope of Services County Contract Monitor listed in Section C.

I. PAYMENT PROVISIONS:

I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BB,** DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
I.2 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2022 to June 30, 2023 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
I.3 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2023 to June 30, 2024 shall not exceed thirty thousand dollars and zero cents ($30,000.00).
I.4 **The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2024 to June 30, 2025 shall not exceed thirty thousand dollars and zero cents ($30,000.00).**
I.5 **The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2025 to June 30, 2026 shall not exceed thirty thousand dollars and zero cents ($30,000.00).**
I.6 The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, **2026**) shall not exceed **one hundred twenty thousand dollars and zero cents ($120,000.00)** per **Exhibits C and C-1,** Budget.

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J. INVOICING INSTRUCTIONS & SUBMISSION:

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, **2026**.

J.2 The invoice shall be submitted on the invoice form set forth in **Exhibits** D **and D-1.**

J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit D **and Exhibit D-1.**

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in Exhibit C **and Exhibit C-1**. Only the costs listed in Exhibits C **and C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

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failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

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information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

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- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

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4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Robin McCrae as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

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VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

BUDGET **Exhibit C-1**

July 1, 2024 - June 30, 2026

Agency Name **Community Human Services**

Expense Categories	Youth Shelter FY24-25 $30,000.00	Youth Shelter FY25-26 $30,000.00	Total Budget $60,000.00
Shelter Monitor Salaries	$ 29,000.00	$ 29,000.00	$ 58,000.00
Shelter Monitor Benefits	$ 1,000.00	$ 1,000.00	$ 2,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
Program Total	$ 30,000.00	$ 30,000.00	$ 60,000.00

Budget Narrative

Expense Category	Line Item narrative
Shelter Monitor Salaries	Approx. 1637 hours x $ 17.71
Shelter Monitor Benefits	State Unemployment Insurance ($500) and Workers Compensation ($500)

Funding Source: HHAP-3 Funding, Youth Set-Aside

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Community Human Services
Monterey County Department of Social Services
July 1, 2024 - June 30, 2025

Exhibit D-1

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Youth Shelter FY24-25	Total Monthly Expenses	To Date Expenses	Balance Remaining
Shelter Monitor Salaries	$ 29,000.00	$ -	$ -	$ -	$ 29,000.00
Shelter Monitor Benefits	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00
Total Budget		$ 30,000.00			
Year to Date		$ -			
Balance Remaining		$ 30,000.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice | Title | Phone # | Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Community Human Services
P.O. Box 3076, Monterey, CA, 93940

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Community Human Services
Monterey County Department of Social Services
July 1, 2025 - June 30, 2026

Exhibit D-1

Invoice Period: _____ Invoice Name: _____

Expense Categories	Total Budget	Youth Shelter FY25-26	Total Monthly Expenses	To Date Expenses	Balance Remaining
Shelter Monitor Salaries	$ 29,000.00	$ -	$ -	$ -	$ 29,000.00
Shelter Monitor Benefits	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00
Total Budget		$ 30,000.00			
Year to Date		$ -			
Balance Remaining		$ 30,000.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone # Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Community Human Services
P.O. Box 3076, Monterey, CA 93940

Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15886 ; Amendment No.: 1	**Shelter for women and families with children**
Agreement No.: A-15887 ; Amendment No.: 1	**Shelter for young adults ages 18-24**

a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-219 with Community Human Services adding $60,000 for a new contract total of $120,000 extending the term by two (2) years, for a new term of July 1, 2022 through June 30, 2026, and;
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) future amendments to this amended agreement where the total amendments do not exceed 10% ($12,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $132,000.

PASSED AND ADOPTED on this 30th day of April 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 April 30, 2024.

REVISED Date: May 17, 2024
File ID: A 24-163
Agenda Item No.: 22

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Community Human Services

(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: operation of a 24/7 emergency youth shelter on the Monterey Peninsula for young adults ages 18-24

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 60,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2022 **to** June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a List of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Robin McCrae, CEO
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas CA 93901	PO Box 3076, Monterey CA 93942
Address	Address
831-755-4430	831-658-3811
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Lori A. Medina, DSS Director DE027950448749D...
Department Head (if applicable)

Date: 6/30/2022 | 9:23 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Anne Brereton, County Counsel 07025F3AA36B4A4...
County Counsel

Date: 3/7/2022 | 3:44 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Joey Nolasco F60C442ED05B437...
Auditor/Controller

Date: 3/8/2022 | 11:37 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

Community Human Services
Contractor/Business Name *

By: DocuSigned by: Kyle Lomax 2543094D9D1744AB...
(Signature of Chair, President, or Vice-President)

Name and Title

Date: 3/7/2022 | 2:30 PM PST

By: DocuSigned by: Sharon Lagana, CFO 6879036352584CC...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: 3/7/2022 | 2:35 PM PST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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LIST OF EXHIBITS

Community Human Services

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments

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SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HUMAN SERVICES

A. TOTAL FUNDING: HHAP-3 FY 2022-23, FY 2023-24, Youth Set-Aside

July 1, 2022 - June 30, 2023	$30,000.00
July 1, 2023 - June 30, 2024	$30,000.00
Total Funds	$60,000.00

B. CONTRACT TERM: July 1, 2022 - June 30, 2024

C. CONTACT INFORMATION:

County Contract Monitor:
Monterey County Department of Social Services
Glorietta Rowland, Management Analyst II
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4484 Fax: (831) 755-8477
rowlandg@co.monterey.ca.us

Contractor Information:
Community Human Services Administration
Robin McCrae, Chief Executive Officer
PO Box 3076 Monterey, CA 93942-3076
Phone: (831) 658-3811 Fax: (831) 658-3815
rmccrae@chservices.org

Location of Services:
Safe Place Youth Program
590 Pearl Street Monterey, CA 93940
Phone: (831) 373-4421

D. SUBAWARD INFORMATION:

CONTRACTOR DUNS Number: 102098357
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
DATE AWARDED FUNDING: July 1, 2022
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND:

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low-income individuals and families in Monterey County, California. For over 25 years, Safe Place has served Monterey County runaway and homeless youth ages 18 to 24. The overarching goal of Safe Place is to keep kids safe as they transition to independent adulthood.

F. DESCRIPTION OF SERVICES:

This funding is supporting the cost of providing a year-round shelter for youth who are homeless in Monterey County. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

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SCOPE OF SERVICES/PAYMENT PROVISIONS

F.1 CONTRACTOR shall operate a year-round emergency shelter for homeless youth between 18-24 years of age on the Monterey Peninsula within the requirements of the HHAP-3 program guidelines and eligible uses of funds.

F.2 CONTRACTOR shall provide year-round emergency shelter for homeless youth 7 days a week during the hours of 7 p.m. to 7 a.m.

F.3 CONTRACTOR shall provide 2 meals per day (evening and morning) to guests at the shelter.

F.4 CONTRACTOR shall conduct the Vulnerability Assessment (VI-SPDAT) to connect homeless residents with the Coordinated Assessment and Referral System (CARS).

F.5 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits.

F.6 CONTRACTOR shall ensure that services are provided in Spanish and English.

F.7 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

F.8 CONTRACTOR shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with HHAP-3 funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

F.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

F.10 CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

F.11 CONTRACTOR shall ensure that CDC guidelines regarding COVID-19 safety protocols are adhered to.

G. SERVICE GOALS:

CONTRACTOR shall seek to achieve the following service goals during this contract term:

G.1 Provide sixty (30 per year) unduplicated youth with emergency shelter.

G.2 Provide thirteen hundred (650 per year) bed nights of shelter to homeless youth.

G.3 Provide twenty-four hundred (1,200 per year) meals at the homeless youth shelter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

H. REPORTING INSTRUCTIONS & SUBMISSION:

H.1 CONTRACTOR shall comply with all HHAP reporting requirements set forth by the Business Consumer Services and Housing Agency (BCSH).

H.2 CONTRACTOR shall submit narrative reports describing services performance including the following indicators:

- H.2.1 Number of Individuals Served
- H.2.2 Demographics
- H.2.3 Outcomes and Service Goal Progress
- H.2.4 Challenges
- H.2.5 Lessons Learned

H.3 These reports are due:

- H.3.1 January 10, 2023 for the period of July 1, 2022 to December 31, 2022
- H.3.2 July 10, 2023 for the period of January 1, 2023 to June 30, 2023
- H.3.3 January 10, 2024 for the period of July 2023 to December 2023
- H.3.4 July 10, 2024 for the period of January 1, 2024 to June 30, 2024.

H.4 CONTRACTOR shall submit these reports of activities addressing deliverables outlined in this Scope of Services County Contract Monitor listed in Section C.

I. PAYMENT PROVISIONS:

I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B,** DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

I.2 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2022 to June 30, 2023 shall not exceed **thirty thousand dollars and zero cents ($30,000.00).**

I.3 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2023 to June 30, 2024 shall not exceed **thirty thousand dollars and zero cents ($30,000.00).**

I.4 The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, 2024) shall not exceed **sixty thousand dollars and zero cents ($60,000.00)** per **Exhibit C,** Budget.

J. INVOICING INSTRUCTIONS & SUBMISSION:

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, 2024.

J.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D.**

J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10^{th}) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10^{th}. If the Final Invoice is not received by COUNTY by close of business on July 10^{th}. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

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failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

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information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413.**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

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- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450;

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

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4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Robin McCrae as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

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VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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July 1, 2022 - June 30, 2024

Agency Name Community Human Services

Expense Categories	Youth Shelter FY22-23 $30,000.00	Youth Shelter FY23-24 $30,000.00	Total Budget $60,000.00
Shelter Monitor Salaries	$ 28,000.00	$ 28,000.00	$ 56,000.00
Shelter Monitor Benefits	$ 2,000.00	$ 2,000.00	$ 4,000.00
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
	$ -	$ -	$ -
Program Total	$ 30,000.00	$ 30,000.00	$ 60,000.00

Budget Narrative

Expense Category	Line Item narrative
Shelter Monitor Salaries	Approx. 1780 hours x $15.75
Shelter Monitor Benefits	State Unemployment Insurance ($1,600) and Workers Compensation ($430)

Funding Source: HHAP-3 Funding, FY22-23, FY23-24, Youth Set-Aside

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Community Human Services
Monterey County Department of Social Services
July 1, 2022- June 30, 2024

Invoice Period: _____ Invoice #: _____

Expense Categories	Total Budget	Youth Shelter 2022-23	Total Monthly Expenses	To Date Expenses	Balance Remaining
Shelter Monitor Salaries	$ 28,000.00	$ -	$ -	$ -	$ 28,000.00
Shelter Monitor Benefits	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Total	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00
Total Budget		$ 30,000.00			
Year to Date		$ -			
Balance Remaining		$ 30,000.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice Title Phone #

Monterey County Authorized Signature / Date

Remit To:
Community Human Services
P.O. Box 3076, Monterey,CA, 93940

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EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

DocuSigned by:

By: _____
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Title: _____

Date: 3/7/2022 | 2:30 PM PST

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Signature

Title

3/7/2022 | 2:30 PM PST

Agency/Organization

Date

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Exhibit G

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement
At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end
CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format
CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

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All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding.

b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

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(signature of authorized representative) (date)

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15886 Shelter for women and families with children
Agreement No.: A-15887 Shelter for young adults ages 18-24
a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Community Human Services for operation of an emergency shelter for women and families with children for the period July 1, 2022 to June 30, 2023 for a contract amount of $100,000; and
b. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Community Human Services for operation of a year-round shelter for young adults ages 18-24 on the Monterey Peninsula for the period of July 1, 2022 to June 30, 2024 for a contract amount of $60,000; and
c. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) amendments to these agreements where the total amendments do not exceed 10% of the contract amounts, $10,000 and $6,000 respectively, and do not significantly change the scopes of work.

PASSED AND ADOPTED on this 21st day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 21, 2022.

Dated: June 24, 2022
File ID: A 22-100
Agenda Item No.: 47

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

Julian Lorenzana, Deputy

Introduced: 3/3/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #2 to Agreement #5010-515 with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas, adding $12,294 for a new contract total of $1,016,879 with no change to the term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($101,688) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,118,567.

RECOMMENDATION:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #2 to Agreement #5010-515 with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas, adding $12,294 for a new contract total of $1,016,879 with no change to the term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($101,688) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,118,567.

SUMMARY:
This Amendment provides only one-time funding to support Monterey County seniors through home-delivered meals, nutrition education, and health promotion services for adults age 60 and over, individuals with disabilities, and family caregivers.

DISCUSSION:
The original agreement, awarded to Meals on Wheels of the Monterey Peninsula through RFP #10933 in May 2024, aligns with the Older Americans Act (OAA) of 1965. Administered by the County of Monterey Department of Social Services through the Area Agency on Aging, the program supports coordinated nutrition and wellness services that promote independence and improve quality of life for vulnerable residents across Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreement as to form, as has the

Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding is provided by the Older Americans Act. Sufficient appropriations and estimated revenues in the Area Agency on Aging 001-5010-SOC10 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting programs that enhance services promoting the health, independence, well-being, and quality of life of older adults, individuals with disabilities, and caregivers through coordinated efforts across Monterey County.

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

Prepared by: Marleen Bush, Community Affiliation Manager, x3342

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 2
Amendment No. 1 Executed
Original Agreement Executed

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Introduced: 2/26/2026
Version: 1
Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #2 to Agreement #5010-515 with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas, adding $12,294 for a new contract total of $1,016,879 with no change to the term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($101,688) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,118,567.

RECOMMENDATION:
a. Approve and authorize the Director of the Department of Social Services or designee to sign Amendment #2 to Agreement #5010-515 with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas, adding $12,294 for a new contract total of $1,016,879 with no change to the term of July 1, 2025 through June 30, 2026; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($101,688) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,118,567.

SUMMARY:
This Amendment provides only one-time funding to support Monterey County seniors through home-delivered meals, nutrition education, and health promotion services for adults age 60 and over, individuals with disabilities, and family caregivers.

DISCUSSION:
The original agreement, awarded to Meals on Wheels of the Monterey Peninsula through RFP #10933 in May 2024, aligns with the Older Americans Act (OAA) of 1965. Administered by the County of Monterey Department of Social Services through the Area Agency on Aging, the program supports coordinated nutrition and wellness services that promote independence and improve quality of life for vulnerable residents across Monterey County.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreement as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding is provided by the Older Americans Act. Sufficient appropriations and estimated revenues in the Area Agency on Aging 001-5010-SOC10 are included in the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Amendment aligns with the Well-Being and Quality of Life Strategic Plan Goal adopted by the Board of Supervisors by supporting programs that enhance services promoting the health, independence, well-being, and quality of life of older adults, individuals with disabilities, and caregivers through coordinated efforts across Monterey County.

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

Prepared by: Marleen Bush, Community Affiliation Manager, x3342

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 2
Amendment No. 1 Executed
Original Agreement Executed

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

COUNTY OF MONTEREY
Amendment No. 2 to Agreement No. 5010-515
Meals on Wheels of the Monterey Peninsula

THIS AMENDMENT No. 2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Meals on Wheels of the Monterey Peninsula (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $916,052 (hereinafter, "Original Agreement").

WHEREAS, the parties amended the agreement via Amendment No. 1 by adding $36,251 in Title III C-1 Nutrition Services Incentive Program (NSIP) funding and $52,282 in Title III C-2 NSIP funding for a new contract total of $1,004,585 with no change to the contract term.

WHEREAS, the parties wish to amend the agreement via Amendment No. 2 by **adding $12,294** for a **new contract total of $1,016,879** with no change to the contract term.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby 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. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$1,016,879."**

3. **Exhibit AAA**, Section A **"TOTAL FUNDING"** is hereby amended to the following: **$1,016,879**

4. **Exhibit AAA**, Section D **"CONTRACT AWARD INFORMATION"** is hereby amended to the following:
   "Federal Award Identification Number (FAIN): AAA-2526-32-03, AAA-2526-32-04**, and AAA-2526-32-06"** and
   "CFDA and Dollar Amounts:
   D.1 93.045 (Title III C-1, Congregate) $**381,197**
   D.2 93.045 (Title III C-2, Home Delivered) **$526,052**
   D.3 93.053 (NSIP C-1) $36,251
   D.4 93.053 (NSIP C-2) $52,282

D.5 93.043 (Title III D, Health Promotion) $**21,097**"

5. **Exhibit AAA,** Section G **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended with the following:
"CONTRACTOR shall provide the services outlined in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**, attached."

6. **Exhibit AAA,** Section K **"AUDIT PROVISIONS"** shall be amended with the following:
"CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**."

7. **Exhibit AAA**, Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**, Section A, Services to be Provided, and Section B, Performance Reporting."

8. **Exhibit AAA,** Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I."

9. **Exhibit AAA,** Section O "**PAYMENT SUMMARY**" reflects a transfer of **$92,761** from the **Title III C-1, Congregate** funding type to the **Title III C-2, Home Delivered** funding type, and an increase of **$10,013** to the **Title III C-2, Home Delivered** funding type and increase of **$2,281** to the **Title III D, Health Promotion** funding type in the table on page 7**.**

10. **Exhibit AAA,** Section O "**PAYMENT SUMMARY**" shall be amended with the following:
"The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **four hundred seventeen thousand, four hundred and forty-eight dollars ($417,448)**.

    The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **five hundred seventy-eight thousand, three hundred and thirty-four dollars ($578,334).**

    The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **twenty-one thousand, ninety-seven dollars ($21,097)**.

    The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, sixteen thousand, eight hundred seventy-nine dollars ($1,016,879).**

    This Agreement is funded by the California Department of Aging (CDA) Agreements #AAA-2526-32-03, AAA-2526-32-04**, and AAA-2526-32-06**." and

"*(End of Exhibit **AAA**)*"

11. **Exhibit AAA-1,** reflects changes to the performance benchmarks.

12. **Exhibit AAA-2,** reflects changes to the performance benchmarks.

13. **Exhibit AAA-3,** reflects changes to the performance benchmarks.

14. **Exhibit BBB** replaces Exhibit BB and references the new **Exhibits AAA, Exhibit AAA-1, Exhibit AAA-2, Exhibit AAA-3, Exhibit CCC-1, Exhibit CCC-2, and Exhibit CC-3**.

15. **Exhibit CCC-1** replaces Exhibit CC-1 and reflects the **new total of $381,197,** including the transfer of $92,761 to Exhibit CCC-2.

16. **Exhibit CCC-2** replaces Exhibit CC-2 and reflects the addition of **$10,013,** including the receipt of the $92,761 transfer from Exhibit CCC-1 for a **new total of $526,052**.

17. **Exhibit CC-3** replaces Exhibit C-3 and reflects the addition of $**2,281** for a **new total of $21,097**.

18. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Original Agreement.

19. A copy of this Amendment No. 2 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

Date: _____

Approved as to Form

By: DocuSigned by: Anne Brenton A46091E5DE63489...
Deputy County Counsel

Date: 2/25/2026 | 10:23 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 2/26/2026 | 7:46 AM PST

CONTRACTOR:

By: Signed by: Rory Coetzee D8C2A0984186426...
(Chair, President, Vice-President)

Rory S. Coetzee
(Print Name & Title)

Date: 2/25/2026 | 11:45 AM PST

By: Signed by: Debbie Winick C0D859ED6688413...
(Secretary, CFO, Treasurer)

Debbie Winick
(Print Name and Title)

Date: 2/25/2026 | 4:09 PM PST

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SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA

A. TOTAL FUNDING: **$1,016,879**

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Marleen Bush, Community Affiliation Manager
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

Contractor Information &
Disaster Preparedness Coordinator:
Christine Winge, Executive Director
(831) 375-4454 ext. 112
cwinge@mowmp.org

Location of Services:
Meals on Wheels of the Monterey Peninsula
700 Jewel Avenue
Pacific Grove, CA 93950
(831) 375-4454, Fax (831) 375-9887

Senior Nutrition Program – Congregate Meals Dining Sites:		
Meals on Wheels Community Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	**Monterey Senior Center** T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	**Los Abuelitos Senior Apartments (CHISPA)** M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	**Junsay Oaks Senior Apartments (CHISPA)** M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	**Firehouse Community Center** M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
Sherwood Village (CHISPA) M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	**Marina Manor Senior Housing (CHISPA)** M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	**El Estero Senior Housing (CHISPA)** M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811		

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D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: N8TXNJ8SBTT7
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03, AAA-2526-32-04, **and AAA-2526-32-06**
CFDA and Dollar Amounts:
D.1 93.045 (Title III C-1, Congregate) **$381,197**
D.2 93.045 (Title III C-2, Home Delivered) **$526,052**
D.3 93.053 (NSIP C-1) $36,251
D.4 93.053 (NSIP C-2) $52,282
D.5 93.043 (Title III D, Health Promotion) **$21,097**
Federal Award Description:
D.6 Title III, Part C – Nutrition Services
D.7 Nutrition Services Incentive Program (NSIP)
D.8 Title III, Part D – Disease Prevention and Health Promotion Services
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:
F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**, attached.

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and the California Code of Regulations Title 22. Social Security, Division 1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided at the following locations, at a minimum:

G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5

G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,

H.2 Participating in bi-monthly ADRC meetings,

H.3 Referring individuals to ADRC partner agencies,

H.4 Connecting individuals with other services through a warm hand-off when possible, and

H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

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Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

I.1.1 Any older individual.

I.1.2 The spouse of any older individual.

I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.

I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

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I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.

L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-6**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AAA, AAA-1, AAA-2** and **AAA-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I. PAYMENT BY COUNTY and shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2026.

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CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate

O. PAYMENT SUMMARY:

Funding Type	*Fiscal Year 2025-26 TOTALS*
Title III C-1, Congregate	**$381,197**
NSIP C-1	$36,251
SUB-TOTAL	**$417,448**
Title III C-2, Home Delivered	**$526,052**
NSIP C-2	$52,282
SUB-TOTAL	**$578,334**
Title III D, Health Promotion	**$21,097**
TOTAL:	**1,016,879**

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **four hundred seventeen thousand, four hundred and forty-eight dollars ($417,448)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **five hundred seventy-eight thousand, three hundred and thirty-four dollars ($578,334).**

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **twenty-one thousand, ninety-seven dollars ($21,097)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, sixteen thousand, eight hundred seventy-nine dollars ($1,016,879).**

This Agreement is funded by the California Department of Aging (CDA) Agreements #AAA-2526-32-03, AAA-2526-32-04**, and AAA-2526-32-06**. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

*(End of Exhibit **AAA**)*

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TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit AA** in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars ($2,000.00). The

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County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Title III C-1 Congregate Meals are lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws, and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the Congregate Meals funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: **34,700**

Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	**8,675**	Units (25%)
by December 31st:	**17,350**	Units (50%)
by March 31st:	**26,025**	Units (75%)
by June 30th:	**34,700**	Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

Title III C-1 and NSIP meals are registered services which require unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

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CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

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TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious home-delivered meals Monday through Friday in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

Eligibility and Prioritization:

- Eligibility: Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit AA**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term “otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- Prioritization: Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

Initial Reassessments: CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

Quarterly Reassessments: CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the HDM funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: **81,900** Meals

Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th : **20,475** Units (25%)
by December 31st: **40,950** Units (50%)
by March 31st: **61,425** Units (75%)
by June 30th: **81,900** Units (100%)

A.2 Service:

Nutrition Education (Non-Registered)

Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

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isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 and NSIP meals are registered services which require unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-2 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

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TITLE III D (CFDA #93.043)
HEALTH PROMOTION
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community Center in Pacific Grove. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

A.1 Service:

Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. **Example: A program with two meetings per week for six weeks = 12 sessions.** A list of Evidence-Based programs can be found on the National Council on Aging website located here: https://www.ncoa.org/evidence-based-programs.

Unit Measure:

1 Contact

Estimated Service Units to be delivered: **224** Sessions

Benchmark of Service Units:

by September 30th:	**56**	Units (25%)
by December 31st:	**112**	Units (50%)
by March 31st:	**168**	Units (75%)
by June 30th:	**224**	Units (100%)

A.2 Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants

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led by trained coaches. The program enables participants to reduce the fear of falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis and Fall Prevention:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits CCC-1, Exhibit CCC-2,** and **Exhibit CC-3**. Only the costs listed in **Exhibits CCC-1, Exhibit CCC-2,** and **Exhibit CC-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits CCC-1, Exhibit CCC-2, and Exhibit CC-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAA, Exhibit AAA-1, Exhibit AAA-2** and **Exhibit AAA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA, Exhibit AAA-1, Exhibit AAA-2** and **Exhibit AAA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants

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shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one:			
Title III C-1	X	93.045
Title III C-2		93.045
NSIP	X	93.053

Budget Version

Check one:		
Original		
Revision	X	

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only		
Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Aracel Madrid

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: Congregate Meal Program

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	286,056	66,311
Payroll Taxes- ERE	35,500	
Employee Benefits- ERE	52,700	
SUBTOTAL (Personnel Costs):	374,256	66,311
*Travel		
Training		
Space	13,000	
Food	85,000	
Client Support	-	
Equipment	800	
Materials and Supplies	1,100	
Operating Expenses	25,000	
Indirect Costs		
Column Totals:	499,156	66,311
	Total Budget:	$ 565,467

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				$ -
1	All Kitchen Staff	$655,243.00	12.6%	$ 82,561
1	Controller	$124,000.00	13.5%	$ 16,740
				$ -
1	Development Staff	$410,000.00	13.0%	$ 53,300
1	Meal Delivery Drivers	$110,270.00	35.0%	$ 38,595
1	Operations Staff	$139,000.00	30.0%	$ 41,700
1	Bookkeeper	$76,000.00	21.0%	$ 15,960
1	Concierge	$55,000.00	48.0%	$ 26,400
1	Custodian	$45,000.00	24.0%	$ 10,800
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,614,513		$ 286,056
	Payroll Taxes- ERE			$ 35,500
	Employee Benefits- ERE			$ 52,700
	Total Paid Staff			$ 374,256

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	$33.49	220.0	$ 7,368
	Volunteer Servers	$33.49	1,724	$ 57,737
	Front Desk	$33.49	36	$ 1,206
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 66,311

	Total Personnel Costs			$ 440,567

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	12,145	Section E, autofill
11	NSIP		(+)	36,251	Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	135,874	Section G, autofill
14	Federal OTO/consulting		(+)	-	Contract Amount
15	AAA Grant Funds		(+)	381,197	Contract Amount
16	Total Funding		(=)	$ 565,467	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	-	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	-	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)		Contract Amount
23	Total Funding		(=)	$ -	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		34,700	-
25	Donation per Meal	(x)	$ 0.35	
26	Program Income	(=)	$ 12,145.00	$ -
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**34,700**	**-**
28	Number of TIII Qualifying Meals-		**34,700**	***Different from NSIP Meals for C-2programs only:***

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		69,563	66,311	$ 135,874
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 69,563	$ 66,311	$ 135,874

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Congregate Meal Program									
Original Amount	565,467	36,251	0	0	381,197	12,145	69,563	66,311	54,448
Fund Increase		0	0	0	0	0	0	0	0
10.53%	565,467	36,251	0	0	381,197	12,145	69,563	66,311	54,448
									Test
Required Match (Original)	565,467	36,251	0	0	381,197	12,145	69,563	66,311	match OK
Required Match (Amended)	565,467	36,251	0	0	381,197	12,145	69,563	66,311	match OK

This is an informational tool to help you self-check compliance with match requrements.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one:			
Title III C-1		93.045
Title III C-2	X	93.045
NSIP	X	93.053

Budget Version

Check one:		
Original		
Revision	X	

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Araceli Madrid

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc
Project: Home Delivered Meals

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	320,264	291,364
Payroll Taxes- ERE	30,000	
Employee Benefits- ERE	44,775	
SUBTOTAL (Personnel Costs):	395,039	291,364
*Travel		
Training		
Space	30,000	
Food	318,000	
Client Support		
Equipment On-Going (Repairs & Maintenance)	3,500	
Materials and Supplies	4,400	
Operating Expenses	52,075	
Indirect Costs		
Column Totals:	803,014	291,364
	Total Budget:	$ 1,094,378

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
1	Kitchen Staff	$674,000.00	26%	$ 175,240
1	HDM Staff	$242,000.00	50%	$ 121,000
				$ -
				$ -
				$ -
				$ -
1	Volunteer Recruiter	$72,800.00	33.00%	$ 24,024
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 988,800		$ 320,264
	Payroll Taxes- ERE			$ 30,000
	Employee Benefits- ERE			$ 44,775
	Total Paid Staff			$ 395,039

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	HDM Volunteer Drivers	$33.49	7,750.0	$ 259,548
	Kitchen Volunteers	$33.49	500	$ 16,745
	Volunteers for Carts, Bags, Buckets	$33.49	450	$ 15,071
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 291,364

	Total Personnel Costs			$ 686,403

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income	(+)	-	Section E, autofill
11	NSIP	(+)		Contract Amount
12	Contributions - Non Matching	(+)	-	Section F, autofill
13	Contributions - Matching	(+)	-	Section G, autofill
14	Federal OTO/consulting	(+)		Contract Amount
15	AAA Grant Funds	(+)		Contract Amount
16	Total Funding	(=)	$ -	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income	(+)	69,615	Section E, autofill
18	NSIP	(+)	52,282	Contract Amount
19	Contributions - Non Matching	(+)	-	Section F, autofill
20	Contributions - Matching	(+)	446,429	Section G, autofill
21	Federal OTO/consulting	(+)		Contract Amount
22	AAA Grant Funds	(+)	526,052	Contract Amount
23	Total Funding	(=)	$ 1,094,378	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		-	81,900
25	Donation per Meal	(x)		$ 0.85
26	Program Income	(=)	$ -	$ 69,615.00
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**-**	**81,900**
28	Number of TIII Qualifying Meals-		***Different from NSIP Meals for C-2programs only:***	
				81,900

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		155,065	291,364	$ 446,429
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 155,065	$ 291,364	$ 446,429

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Home Delivered Meals									
Original Amount	1,094,378	52,282	0	0	526,052	69,615	155,065	291,364	102,402
Fund Increase		0	0	0	0	0	0	0	0
10.53%	1,094,378	52,282	0	0	526,052	69,615	155,065	291,364	102,402
									Test
Required Match (Original)	1,094,378	52,282	0	0	526,052	69,615	155,065	291,364	match OK
Required Match (Amended)	1,094,378	52,282	0	0	526,052	69,615	155,065	291,364	match OK

This is an informational tool to help you self-check compliance with match requrements.

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.
Pacific Grove, CA 93950

Project Name: Health Promotion Disease Prevention - Title 3D

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D	X	93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original		
Revision	x	

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Meals on Wheels of the Monterey Peninsula, Inc
Project:	Health Promotion Disease Prevention - Title 3D

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	19,382	8,875
Payroll Taxes- ERE	1,350	
Employee Benefits- ERE	1,800	
SUBTOTAL (Personnel Costs):	22,532	8,875
*Travel		
Training		
Space	2,200	
Food		
Client Support		
Equipment		
Materials and Supplies	-	
Operating Services	3,800	
Indirect Costs		
Column Totals:	28,532	8,875
	Total Budget:	$ 37,407

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: 231F1EF9-D0E8-4EE3-9299-91C89400B078

Meals on Wheels of the Monterey Peninsula, Inc

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Operations Manager	$70,000.00	3%	$ 2,100
1	Facility SetUp	$56,000.00	12%	$ 6,720
1	Concierge	$55,000.00	10%	$ 5,500
1	Marketing Coordinator	$51,400.00	3%	$ 1,542
1	Custodian	$44,000.00	8%	$ 3,520
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 276,400		$ 19,382.00
	Payroll Taxes- ERE			$ 1,350.00
	Employee Benefits- ERE			$ 1,800.00
	Total Paid Staff			$ 22,532.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Instructors	$33.49	265	$ 8,875.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 8,875.00

	Total Personnel Costs			$ 31,407

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	7,435	8,875	$ 16,310
AAA Grant Funds		21,097		$ 21,097
Total Funding		$ 28,532	$ 8,875	$ 37,407

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		7,435	8,875	$ 16,310
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 7,435	$ 8,875	$ 16,310

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Health Promotion Disease Prevention - Title 3D								
Original Amount	37,407	0	0	21,097	0	7,435	8,875	3,939
Fund Increase		0	0	0	0	0	0	0
10.53%	37,407	0	0	21,097	0	7,435	8,875	3,939
								Difference
Required Match (Original)	37,407	0	0	21,097	0	7,435	8,875	match OK
Required Match (Amended)	37,407	0	0	21,097	0	7,435	8,875	match OK

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COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-515
Meals on Wheels of the Monterey Peninsula

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Meals on Wheels of the Monterey Peninsula (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $916,052 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $36,251** in Title III C-1 Nutrition Services Incentive Program (NSIP) funding and **$52,282** in Title III C-2 NSIP funding for a **new contract total of $1,004,585** with no change to the contract term.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$1,004,585."**

3. **Exhibit AA**, Section A **"TOTAL FUNDING"** is hereby amended to the following: **$1,004,585**

4. **Exhibit AA**, Section D **"CONTRACT AWARD INFORMATION"** is hereby amended to the following:
   "Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04"** and
   "CFDA Pass-through Information and Dollar Amount:
   1. 93.053 (NSIP C-1) **$36,251**
   2. 93.053 (NSIP C-2) **$52,282**"

5. **Exhibit AA,** Section G **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended with the following:
   "CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, AA-2** and **AA-3**."

6. **Exhibit AA,** Section K **"AUDIT PROVISIONS"** shall be amended with the following:
   "CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related

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federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, AA-2** and **AA-3**."

7. **Exhibit AA**, Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, AA-2 and AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting."

8. **Exhibit AA,** Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I."

9. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" reflects an increase of **$36,251** to the **NSIP C-1** funding type and increase of **$52,282** to the **NSIP C-2** funding type in the table on page 7**.**

10. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" shall be amended with the following:
"The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars ($510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars ($475,560)**." and

"The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars ($1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04**.*"* and

"*(End of Exhibit AA)*"

11. **Exhibit AA-1,** reflects changes to the performance benchmarks and funding rescinded.

12. **Exhibit AA-2,** reflects changes to the performance benchmarks and funding rescinded.

13. **Exhibit AA-3,** reflects changes to the performance benchmarks and funding rescinded.

14. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA, Exhibit AA-1, Exhibit AA-2, Exhibit AA-3, Exhibit CC-1 and Exhibit CC-2**.

15. **Exhibit CC-1** replaces Exhibit C-1 and reflects the addition of $**36,251** for a **new total of $510,209**.

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16. **Exhibit CC-2** replaces Exhibit C-2 and reflects the addition of $**52,282** for a **new total of $475,560**.

17. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

18. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: DocuSigned by: Roderick Franks 3CCBEC8E255F451...
DSS Director or Designee

Date: 11/5/2025 | 11:51 AM PST

Approved as to Form

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 11/5/2025 | 10:02 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 11/5/2025 | 11:00 AM PST

CONTRACTOR:
Meals on Wheels of the Monterey Peninsula

By: Signed by: Rory Coetzee D8C2A0984186426...
(Chair, President, Vice-President)

Rory S. Coetzee
(Print Name & Title)

Date: 11/4/2025 | 11:14 AM PST

By: Signed by: Debbie Winick C0D859ED6688413...
(Secretary, CFO, Treasurer)

Debbie Winick
(Print Name and Title)

Date: 11/4/2025 | 4:50 PM PST

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SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA

A. TOTAL FUNDING: **$1,004,585**

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Marleen Bush, Community Affiliation Manager
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

Contractor Information &
Disaster Preparedness Coordinator:
Christine Winge, Executive Director
(831) 375-4454 ext. 112
cwinge@mowmp.org

Location of Services:
Meals on Wheels of the Monterey Peninsula
700 Jewel Avenue
Pacific Grove, CA 93950
(831) 375-4454, Fax (831) 375-9887

Senior Nutrition Program – Congregate Meals Dining Sites:		
Meals on Wheels Community Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	**Monterey Senior Center** T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	**Los Abuelitos Senior Apartments (CHISPA)** M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	**Junsay Oaks Senior Apartments (CHISPA)** M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	**Firehouse Community Center** M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
Sherwood Village (CHISPA) M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	**Marina Manor Senior Housing (CHISPA)** M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	**El Estero Senior Housing (CHISPA)** M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811		

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D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: N8TXNJ8SBTT7
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04**
CFDA and Dollar Amounts:
D.1 93.045 (Title III C-1, Congregate) $473,958
D.2 93.045 (Title III C-2, Home Delivered) $423,278
D.3 93.053 (NSIP C-1) **$36,251**
D.4 93.053 (NSIP C-2) **$52,282**
D.5 93.043 (Title III D, Health Promotion) $18,816
Federal Award Description:
D.6 Title III, Part C – Nutrition Services
D.7 Nutrition Services Incentive Program (NSIP)
D.8 Title III, Part D – Disease Prevention and Health Promotion Services
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:
F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, AA-2** and **AA-3**, attached.

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and the California Code of Regulations Title 22. Social Security, Division 1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided at the following locations, at a minimum:

G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5

G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,

H.2 Participating in bi-monthly ADRC meetings,

H.3 Referring individuals to ADRC partner agencies,

H.4 Connecting individuals with other services through a warm hand-off when possible, and

H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

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Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

I.1.1 Any older individual.

I.1.2 The spouse of any older individual.

I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.

I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

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I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, AA-2** and **AA-3**.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.

L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-6**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, AA-2** and **AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I. PAYMENT BY COUNTY and shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2026.

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CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate

O. PAYMENT SUMMARY:

Funding Type	*Fiscal Year 2025-26 TOTALS*
Title III C-1, Congregate	$473,958
NSIP C-1	**$36,251**
SUB-TOTAL	**$510,209**
Title III C-2, Home Delivered	$423,278
NSIP C-2	**$52,282**
SUB-TOTAL	**$475,560**
Title III D, Health Promotion	$18,816
TOTAL:	**$1,004,585**

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars ($510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars ($475,560)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **eighteen thousand, eight hundred and sixteen dollars ($18,816)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars ($1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04**. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

*(End of Exhibit **AA**)*

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TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit AA** in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars ($2,000.00). The

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County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Title III C-1 Congregate Meals are lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws, and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the Congregate Meals funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: **42,360**

Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	**10,590**	Units (25%)
by December 31st:	**21,180**	Units (50%)
by March 31st:	**31,770**	Units (75%)
by June 30th:	**42,360**	Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

Title III C-1 and NSIP meals are registered services which require unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

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CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

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TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious home-delivered meals Monday through Friday in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

Eligibility and Prioritization:

- Eligibility: Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit AA**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term “otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- Prioritization: Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

Initial Reassessments: CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

Quarterly Reassessments: CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the HDM funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: **67,400** Meals

Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th : **16,850** Units (25%)
by December 31st: **33,700** Units (50%)
by March 31st: **50,550** Units (75%)
by June 30th: **67,400** Units (100%)

A.2 Service:

Nutrition Education (Non-Registered)

Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

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isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 and NSIP meals are registered services which require unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-2 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

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TITLE III D (CFDA #93.043)
HEALTH PROMOTION
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community Center in Pacific Grove. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

A.1 Service:

Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. **Example: A program with two meetings per week for six weeks = 12 sessions.** A list of Evidence-Based programs can be found on the National Council on Aging website located here: https://www.ncoa.org/evidence-based-programs.

Unit Measure:

1 Contact

Estimated Service Units to be delivered: **200 Sessions**

Benchmark of Service Units:

by September 30th:	**50**	Units (25%)
by December 31st:	**100**	Units (50%)
by March 31st:	**150**	Units (75%)
by June 30th:	**200**	Units (100%)

A.2 Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants

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led by trained coaches. The program enables participants to reduce the fear of falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis and Fall Prevention:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2,** and **Exhibit C-3**. Only the costs listed in **Exhibits CC-1, Exhibit CC-2,** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2, and Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA, Exhibit AA-1, Exhibit AA-2** and **Exhibit AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA, Exhibit AA-1, Exhibit AA-2** and **Exhibit AA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants

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shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one:	Title III C-1	X	93.045
	Title III C-2		93.045
	NSIP	X	93.053

Budget Version

Check one:	Original		
	Revision	X	7/1/2025

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only		
Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 10/20/25
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Aracel Madrid

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: Congregate Meal Program

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	329,780	30,141
Payroll Taxes- ERE	25,000	
Employee Benefits- ERE	26,000	
SUBTOTAL (Personnel Costs):	380,780	30,141
*Travel		
Training		
Space	40,000	
Food	120,000	
Client Support	-	
Equipment	2,500	
Materials and Supplies	3,500	
Operating Expenses	50,000	
Indirect Costs		
Column Totals:	596,780	30,141
	Total Budget:	$ 626,921

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				$ -
1	All Kitchen Staff	$674,000.00	12.0%	$ 80,880
1	Controller	$124,000.00	10.0%	$ 12,400
1	Cong Coord	$25,000.00	60.0%	$ 15,000
1	Development Staff	$440,000.00	15.0%	$ 66,000
1	Meal Delivery Drivers	$158,000.00	30.0%	$ 47,400
1	Operations Staff	$238,000.00	30.0%	$ 71,400
1	Bookkeeper	$76,000.00	15.0%	$ 11,400
1	Concierge	$55,000.00	30.0%	$ 16,500
1	Custodian	$44,000.00	20.0%	$ 8,800
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,834,000		$ 329,780
	Payroll Taxes- ERE			$ 25,000
	Employee Benefits- ERE			$ 26,000
	Total Paid Staff			$ 380,780

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	$33.49	600.0	$ 20,094
	Volunteer Servers	$33.49	300	$ 10,047
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 30,141

	Total Personnel Costs			$ 410,921

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	16,944	Section E, autofill
11	NSIP		(+)	36,251	Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	99,768	Section G, autofill
14	Federal OTO/consulting		(+)	-	Contract Amount
15	AAA Grant Funds		(+)	473,958	Contract Amount
16	Total Funding		(=)	$ 626,921	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	-	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	-	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)		Contract Amount
23	Total Funding		(=)	$ -	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		42,360	-
25	Donation per Meal	(x)	$ 0.40	
26	Program Income	(=)	$ 16,944.00	$ -
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**42,360**	**-**
28	Number of TIII Qualifying Meals-		**42,360**	***Different from NSIP Meals for C-2programs only:***

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		69,627	30,141	$ 99,768
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 69,627	$ 30,141	$ 99,768

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Congregate Meal Program									
Original Amount	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
Fund Increase		0	0	0	0	0	0	0	0
10.53%	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
									Test
Required Match (Original)	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK
Required Match (Amended)	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK

This is an informational tool to help you self-check compliance with match requrements.

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

EXHIBIT CC-2

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one:			
	Title III C-1		93.045
	Title III C-2	X	93.045
	NSIP	X	93.053

Budget Version

Check one:			
	Original		
	Revision	X	7/1/2025

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 10/20/25
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Araceli Madrid

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc
Project: Home Delivered Meals

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	313,524	276,293
Payroll Taxes- ERE	23,800	
Employee Benefits- ERE	25,000	
SUBTOTAL (Personnel Costs):	362,324	276,293
*Travel		
Training		
Space	8,000	
Food	228,000	
Client Support		
Equipment On-Going (Repairs & Maintenance)	3,500	
Materials and Supplies	2,500	
Operating Expenses	40,000	
Indirect Costs		
Column Totals:	644,324	276,293
	Total Budget:	$ 920,617

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
1	Kitchen Staff	$674,000.00	25%	$ 168,500
1	HDM Staff	$242,000.00	50%	$ 121,000
				$ -
				$ -
				$ -
				$ -
1	Volunteer Recruiter	$72,800.00	33.00%	$ 24,024
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 988,800		$ 313,524
	Payroll Taxes- ERE			$ 23,800
	Employee Benefits- ERE			$ 25,000
	Total Paid Staff			$ 362,324

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	HDM Volunteer Drivers	$33.49	7,750.0	$ 259,548
	Kitchen Volunteers	$33.49	500	$ 16,745
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 276,293

	Total Personnel Costs			$ 638,617

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	-	Section E, autofill
11	NSIP		(+)		Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	-	Section G, autofill
14	Federal OTO/consulting		(+)		Contract Amount
15	AAA Grant Funds		(+)		Contract Amount
16	Total Funding		(=)	$ -	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	57,290	Section E, autofill
18	NSIP		(+)	52,282	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	387,767	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)	423,278	Contract Amount
23	Total Funding		(=)	$ 920,617	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		-	67,400
25	Donation per Meal	(x)		$ 0.85
26	Program Income	(=)	$ -	$ 57,290.00
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**-**	**67,400**
28	Number of TIII Qualifying Meals-		***Different from NSIP Meals for C-2programs only:***	
				67,400

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		111,474	276,293	$ 387,767
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 111,474	$ 276,293	$ 387,767

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Home Delivered Meals									
Original Amount	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
Fund Increase		0	0	0	0	0	0	0	0
10.53%	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
									Test
Required Match (Original)	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK
Required Match (Amended)	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK

This is an informational tool to help you self-check compliance with match requrements.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Meals on Wheels of the Monterey Peninsula,

(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: congregate and home delivered meals, nutrition education, and health promotion services to seniors.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 916,052.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	Christine Winge, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	700 Jewel Avenue, Pacific Grove, CA 93950
Address	Address
831-755-4430	831-375-4454 ext. 112
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Roderick Franks
Department Head (if applicable)

Date: 6/18/2025 | 4:04 PM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton
County Counsel

Date: 6/3/2025 | 3:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 6/4/2025 | 7:32 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Meals on Wheels of the Monterey Peninsula
Contractor/Business Name *

By: DocuSigned by:
(Signature of Chair, President, or Vice-President)

Rory S. Coetzee
Name and Title

Date: 6/3/2025 | 8:58 AM PDT

By: Signed by: Debbie Winick
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Debbie Winick Secretary
Name and Title

Date: 6/3/2025 | 9:34 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Meals on Wheels of the Monterey Peninsula

Exhibit A	Scope of Services
Exhibit A-1	Scope of Services – Title III C-1/NSIP
Exhibit A-2	Scope of Services – Title III C-2/NSIP
Exhibit A-3	Scope of Services – Title III D
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III C-1/NSIP
Exhibit C-2	Budget – Title III C-2/NSIP
Exhibit C-3	Budget – Title III D
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Sample Quarterly Narrative Report
Exhibit D-5	Sample Quarterly Monitoring Visit Report
Exhibit D-6	Equipment Purchase Guidelines
Exhibit D-7	Inventory Listing (AAA Funded Inventory)
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA

A. TOTAL FUNDING: $916,052

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Marleen Bush, Community Affiliation Manager
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

Contractor Information &
Disaster Preparedness Coordinator:
Christine Winge, Executive Director
(831) 375-4454 ext. 112
cwinge@mowmp.org

Location of Services:
Meals on Wheels of the Monterey Peninsula
700 Jewel Avenue
Pacific Grove, CA 93950
(831) 375-4454, Fax (831) 375-9887

Senior Nutrition Program – Congregate Meals Dining Sites:		
Meals on Wheels Community Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	**Monterey Senior Center** T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	**Los Abuelitos Senior Apartments (CHISPA)** M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	**Junsay Oaks Senior Apartments (CHISPA)** M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	**Firehouse Community Center** M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
Sherwood Village (CHISPA) M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	**Marina Manor Senior Housing (CHISPA)** M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	**El Estero Senior Housing (CHISPA)** M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811		

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D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: N8TXNJ8SBTT7
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03
CFDA and Dollar Amounts:
D.1 93.045 (Title III C-1, Congregate) $473,958
D.2 93.045 (Title III C-2, Home Delivered) $423,278
D.3 93.053 (NSIP C-1) $0
D.4 93.053 (NSIP C-2) $0
D.5 93.043 (Title III D, Health Promotion) $18,816
Federal Award Description:
D.6 Title III, Part C – Nutrition Services
D.7 Nutrition Services Incentive Program (NSIP)
D.8 Title III, Part D – Disease Prevention and Health Promotion Services
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:
F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2** and **A-3**, attached.

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and the California Code of Regulations Title 22. Social Security, Division
1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided at the following locations, at a minimum:

G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5
G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

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CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

I.1.1 Any older individual.

I.1.2 The spouse of any older individual.

I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.

I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in

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the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits A, A-1, A-2** and **A-3**.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.

L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-6**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits A, A-1, A-2** and **A-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY and shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2026.

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CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate

O. PAYMENT SUMMARY:

Funding Type	*Fiscal Year 2025-26 TOTALS*
Title III C-1, Congregate	$473,958
NSIP C-1	$0
SUB-TOTAL	$473,958
Title III C-2, Home Delivered	$423,278
NSIP C-2	$0
SUB-TOTAL	$423,278
Title III D, Health Promotion	$18,816
TOTAL:	$916,052

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **four hundred seventy-three thousand, nine hundred and fifty-eight dollars ($473,958)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred twenty-three thousand, two hundred and seventy-eight dollars ($423,278)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **eighteen thousand, eight hundred and sixteen dollars ($18,816)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **nine hundred sixteen thousand, and fifty-two dollars ($916,052)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AAA-2526-32-03. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

(End of Exhibit A)

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TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit A** in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars ($2,000.00). The

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County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Title III C-1 Congregate Meals are lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws, and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the Congregate Meals funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: 39,340

Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	9,835	Units (25%)
by December 31st:	19,670	Units (50%)
by March 31st:	29,505	Units (75%)
by June 30th:	39,340	Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

Title III C-1 and NSIP meals are registered services which require unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

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CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

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TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious home-delivered meals Monday through Friday in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

Eligibility and Prioritization:

- Eligibility: Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit A**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term “otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- Prioritization: Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

Initial Reassessments: CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

Quarterly Reassessments: CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the HDM funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: 60,000 Meals

Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th :	15,000 Units (25%)
by December 31st:	30,000 Units (50%)
by March 31st:	45,000 Units (75%)
by June 30th:	60,000 Units (100%)

A.2 Service:

Nutrition Education (Non-Registered)

Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

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isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 and NSIP meals are registered services which require unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-2 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TITLE III D (CFDA #93.043)
HEALTH PROMOTION
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community Center in Pacific Grove. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

A.1 Service:

Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. A list of Evidence-Based programs can be found on the National Council on Aging website located here: https://www.ncoa.org/evidence-based-programs.

Unit Measure:

1 Contact

Estimated Service Units to be delivered: 988 Contacts

Benchmark of Service Units:

by September 30th:	247	Units (25%)
by December 31st:	494	Units (50%)
by March 31st:	741	Units (75%)
by June 30th:	988	Units (100%)

A.2 Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants led by trained coaches. The program enables participants to reduce the fear of

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falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis and Fall Prevention:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C-1, Exhibit C-2,** and **Exhibit C-3**. Only the costs listed in **Exhibits C-1, Exhibit C-2,** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits C-1, Exhibit C-2, and Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one:			
Title III C-1	X	93.045
Title III C-2		93.045
NSIP		93.053

Budget Version

Check one:		
Original	X	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only	
Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:
Indirect Cost limit 10%	Get-Care Updated by Vendor:
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/26/25 Aracel Madrid

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BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: Congregate Meal Program

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	295,948	30,141
Payroll Taxes- ERE	22,000	
Employee Benefits- ERE	50,000	
SUBTOTAL (Personnel Costs):	367,948	30,141
*Travel		
Training		
Space	14,000	
Food	110,000	
Client Support	16,500	
Equipment	2,500	
Materials and Supplies	3,500	
Operating Expenses	38,000	
Indirect Costs		
Column Totals:	552,448	30,141
	Total Budget:	$ 582,589

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				$ -
1	All Kitchen Staff	$695,986.00	14%	$ 97,438
				$ -
1	Bookkeepers	$104,000.00	21%	$ 21,840
1	Development Staff	$272,000.00	15%	$ 40,800
1	Meal Delivery Drivers	$102,000.00	31.00%	$ 31,620
1	Operations Staff	$242,000.00	24.00%	$ 58,080
1	Congregate Coordinator	$24,000.00	70.00%	$ 16,800
1	Concierge	$55,000.00	35.00%	$ 19,250
1	Custodian	$44,000.00	23.00%	$ 10,120
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,538,986		$ 295,948
	Payroll Taxes- ERE			$ 22,000
	Employee Benefits- ERE			$ 50,000
	Total Paid Staff			$ 367,948

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	$33.49	600.0	$ 20,094
	Volunteer Servers	$33.49	300	$ 10,047
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 30,141

	Total Personnel Costs			$ 398,089

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	18,490	Section E, autofill
11	NSIP		(+)	-	Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	90,141	Section G, autofill
14	Federal OTO/consulting		(+)	-	Contract Amount
15	AAA Grant Funds		(+)	473,958	Contract Amount
16	Total Funding		(=)	$ 582,589	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	-	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	-	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)		Contract Amount
23	Total Funding		(=)	$ -	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		39,340	-
25	Donation per Meal	(x)	$ 0.47	
26	Program Income	(=)	$ 18,490.00	$ -
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**39,340**	**-**
28	Number of TIII Qualifying Meals-		**39,340**	***Different from NSIP Meals for C-2programs only:***

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		60,000	30,141	$ 90,141
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 60,000	$ 30,141	$ 90,141

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Congregate Meal Program									
Original Amount	582,589	0	0	0	473,958	18,490	60,000	30,141	59,400
Fund Increase		0	0	0	0	0	0	0	0
10.53%	582,589	0	0	0	473,958	18,490	60,000	30,141	59,400
									Test
Required Match (Original)	582,589	0	0	0	473,958	18,490	60,000	30,141	match OK
Required Match (Amended)	582,589	0	0	0	473,958	18,490	60,000	30,141	match OK

This is an informational tool to help you self-check compliance with match requrements.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one:			
	Title III C-1		93.045
	Title III C-2	X	93.045
	NSIP		93.053

Budget Version

Check one:			
	Original	X	7/1/2025
	Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Araceli Madrid

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BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc
Project: Home Delivered Meals

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	235,821	276,293
Payroll Taxes- ERE	18,000	
Employee Benefits- ERE	60,000	
SUBTOTAL (Personnel Costs):	313,821	276,293
*Travel		
Training		
Space		
Food	203,200	
Client Support		
Equipment	3,500	
Materials and Supplies	2,500	
Operating Expenses	43,200	
Indirect Costs		
Column Totals:	566,221	276,293
	Total Budget:	$ 842,514

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
1	1st Shift Kitchen Staff	$495,486.00	29%	$ 143,691
1	HDM Full Time Staff	$220,000.00	30%	$ 66,000
				$ -
1	Bookkeeper	$73,000.00	5%	$ 3,650
1	Development Staff	$272,000.00	5%	$ 13,600
				$ -
1	Volunteer Recruiter	$74,000.00	12.00%	$ 8,880
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,134,486		$ 235,821
	Payroll Taxes- ERE			$ 18,000
	Employee Benefits- ERE			$ 60,000
	Total Paid Staff			$ 313,821

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	HDM Volunteer Drivers	$33.49	7,750.0	$ 259,548
	Kitchen Volunteers	$33.49	500	$ 16,745
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 276,293

	Total Personnel Costs			$ 590,114

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	-	Section E, autofill
11	NSIP		(+)		Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	-	Section G, autofill
14	Federal OTO/consulting		(+)		Contract Amount
15	AAA Grant Funds		(+)		Contract Amount
16	Total Funding		(=)	$ -	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	33,000	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	386,236	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)	423,278	Contract Amount
23	Total Funding		(=)	$ 842,514	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	Home Delivered (C-2)
24	Number of NSIP Meals Contracted		-	60,000
25	Donation per Meal	(x)		$ 0.55
26	Program Income	(=)	$ -	$ 33,000.00
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**-**	**60,000**
28	Number of TIII Qualifying Meals-		***Different from NSIP Meals for C-2programs only:***	
				60,000

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fund-raisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

1892

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		109,943	276,293	$ 386,236
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 109,943	$ 276,293	$ 386,236

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

1893

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Home Delivered Meals									
Original Amount	842,514	0	0	0	423,278	33,000	109,943	276,293	85,242
Fund Increase		0	0	0	0	0	0	0	0
10.53%	842,514	0	0	0	423,278	33,000	109,943	276,293	85,242
									Test
Required Match (Original)	842,514	0	0	0	423,278	33,000	109,943	276,293	match OK
Required Match (Amended)	842,514	0	0	0	423,278	33,000	109,943	276,293	match OK

This is an informational tool to help you self-check compliance with match requrements.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.
Pacific Grove, CA 93950

Project Name: Health Promotion Disease Prevention - Title 3D

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D	X	93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

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JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Meals on Wheels of the Monterey Peninsula, Inc
Project:	Health Promotion Disease Prevention - Title 3D

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	19,250	8,875
Payroll Taxes- ERE	1,500	
Employee Benefits- ERE	-	
SUBTOTAL (Personnel Costs):	20,750	8,875
*Travel		
Training		
Space	3,700	
Food		
Client Support		
Equipment		
Materials and Supplies	-	
Operating Services	1,200	
Indirect Costs		
Column Totals:	25,650	8,875
	Total Budget:	$ 34,525

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Meals on Wheels of the Monterey Peninsula, Inc

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Operations Manager	$58,000.00	3%	$ 1,740
1	Facility SetUp	$47,000.00	12%	$ 5,640
1	Concierge	$55,000.00	10%	$ 5,500
1	Marketing Coordinator	$51,000.00	3%	$ 1,530
1	Custodian	$44,000.00	11%	$ 4,840
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 255,000		$ 19,250.00
	Payroll Taxes- ERE			$ 1,500.00
	Employee Benefits- ERE			
	Total Paid Staff			$ 20,750.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Instructors	$33.49	265	$ 8,875.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 8,875.00

	Total Personnel Costs			$ 29,625

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	6,834	8,875	$ 15,709
AAA Grant Funds		18,816		$ 18,816
Total Funding		$ 25,650	$ 8,875	$ 34,525

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		6,834	8,875	$ 15,709
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 6,834	$ 8,875	$ 15,709

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Health Promotion Disease Prevention - Title 3D								
Original Amount	34,525	0	0	18,816	0	6,834	8,875	3,635
Fund Increase		0	0	0	0	0	0	0
10.53%	34,525	0	0	18,816	0	6,834	8,875	3,635
								Difference
Required Match (Original)	34,525	0	0	18,816	0	6,834	8,875	match OK
Required Match (Amended)	34,525	0	0	18,816	0	6,834	8,875	match OK

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2025 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2025-26 **Service Delivery:** 07/01/2025 **Last Modified:** 07/01/2025 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS)

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$1,000	$2,000	Approved

Dates: 07/01/2025 To: 07/31/2025
Service: Name of Service
Subcontractor/Provider: Name and Address

Total Amount	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

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Provider Annual Closeout Summary

EXHIBIT D-2

Parameters

Date:	07/01/2025 TO 06/30/2026	Service:	Name of Service	Contract Number:	All
Region:		Program:	All		All
Provider:	A	Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Preparer's Signature:

Date Entered in AAA Database: _____

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Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2025 ☐ Oct – Dec 2025 ☐ Jan – Mar 2026 ☐ Apr – Jun 2026

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

4. Please give examples of success stories and customer testimonials (with name and city of residence), and photos if available with media release form.

EXHIBIT D-5

Quarterly Monitoring Visit Report

Site: _____ **Date of Visit** _____ **Please circle C1 and/or C2** **# of Meals ordered**_____ **# of Meals Served**_____

Serving Time _____ **Food temperature taken : delivery**_____ **serving**_____

Menu	Temperature		Comments	Activities During Visit
Entrée				☐ Site Monitoring
Starch:				☐ F/up to _____ (date)
Vegetable/ Salad				☐ Nutrition Education
Dessert/ Fruit				Topic:
Milk:				☐ Volunteers/Staff Training
Other:				Topic:

1. Food Production	Yes	No	Follow Up
a. Food served conforms to menu.			
b. Menu RD approved, substitution (s) documented?			
c. Foods ready on time.			
d. Proper temperature maintained.			
e. No. of portions sent matches no. ordered.			
f. Appearance: color, shape, variety, etc.			
g. Quality: flavor, texture, well-cooked, etc.			
h. Holding time does not exceed 2 hours.			
i. Leftovers appropriately utilized or discarded.			
2. Sanitation and Safety			
a. All areas neat and clean, floor, walls, ceilings.			
b. Light shield cleaned, burned out light bulbs replaced.			
c. Stove, oven can openers, serving utensils clean in good repair.			
d. Hood / vent clean and in good repair.			
e. Floor drain free from any debris.			
f. Pest control procedures available; automatic fly screen working if present; all outside doors, closed/ screened.			
g. Handwashing soap dispenser / single-use towels available. Hand washing sign posted.			
h. Using approved methods for washing serving utensils / trays.			
i. Ice Machine and Utility cart cleaned/sanitized			
j. Signs posted advising re not removing food.			
k. Fire extinguisher/ hood certificates current.			
l. Cleaning schedules posted and followed.			
m. Wiping cloths clean / sanitized.			
n. Test kits provided, utilized and logged.			
3. Refrigerator / Freezer			
a. Internal thermometers visible, working.			
b. Food covered, labeled and dated, stored in appropriate containers.			
c. Temperatures taken, logged daily.			
d. All Title III C food stored separately.			
e. Equipment is clean, (inside, outside).			
4. Food Transport			
a. Hot / cold equipment clean, in good condition.			
b. Travel/delivery sheet checked with driver.			
c. Equipment upon arrival kept off the floor.			
5. Staff and Volunteers			
a. Personal appearance clean and neat.			
b. Wearing hair restraints.			

5. Staff and Volunteers (continued)	Yes	No	Follow Up
a. Proper food handling techniques.			
b. Appropriate hand washing.			
c. Appropriate use of gloves.			
d. No drinking, eating or chewing gum.			
e. Using cleaned/ sanitized utensils.			
f. Following the portion control procedures.			
6. Dry Food Storage			
a. Clean, ventilated and orderly.			
b. Food stored at least 6" above the floor.			
c. Nonfood items (chemicals) stored separately.			
d. MSDS available and used.			
e. Opened packages stored in covered containers, labeled and dated.			
f. Rotation of products.			
g. Site back up foods clearly labeled and dated.			
h. Personal belongings stored away from food and supplies.			
i. Dented cans not retained.			
j. Mops & Brooms stored off the floor (cleaned).			
7. Management Practice			
a. Site manager's manual on hand/ followed.			
b. Staff/volunteers training adequate. Training attendance records obtained.			
c. Training sessions are evaluated by those receiving the training.			
d. Donations confidential /anonymous.			
e. Money handling procedure being followed.			
f. Sign-in accurate vs. actual participants. Provider has procedure for participants sign in themselves daily and make reservations.			
g. Monthly menus posted in dining room.			
h. Offer 2nds to participants using clean plates.			
i. Staff attend Manager's Meeting			
j. Staff food safety certification training completed.			
k. Environmental Health reports – on file, corrective action.			
8. Delivery			
a. Properly packaged and transported.			
b. Proper temperatures maintained and recorded.			
c. Appearance and food quality is good.			
d. Carrier clean and in good repair.			
e. Thermometer cleaned and sanitized.			
9. Other (Specify)			
e.			

Signature: _____ **Reviewed with** _____ **Date**_____

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Annual Monitoring Visit Narrative Write Up:

SITE NAME:_____

DATE OF VISIT:_____

REVIEWED BY: _____

STAFF INTERVIEWED: _____

CC:_____

ARRIVAL TIME: _____

1. Were the required quarterly food safety and sanitation monitoring completed timely and any findings were resolved?

2. The Health Department Permit (if applicable), ServSafe certificates, fire extinguishers posted and up to date?

3. Review the following areas: food preparation station, food service, temperature logs, food storage, dish room, and hand washing stations.

    a. Findings/Observations:

    b. Items to follow up on:

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

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approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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AAA Funded Inventory
Meals on Wheels Monterey Peninsula

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Meals on Wheels Monterey Peninsula	Utility Cart steel table 2-shelf	Vollrath	2122778	03/2008	$1,038.00	8737	3C2	
Meals on Wheels Monterey Peninsula	True Refrigerator	TS-23	1234-1	04/2008	$2,310.70	8739	3C2	
Meals on Wheels Monterey Peninsula	Supreme Metal Steam Table	SUPHF3E		02/2013	$1,217.00	20260	3C1	
Meals on Wheels Monterey Peninsula	Supreme Metal Steam Table	SUPHF3E		02/2013	$1,217.00	20259	3C1	
Meals on Wheels Monterey Peninsula	Commercial Mixer 60 QT	Globe	7711265	5/7/2019	$17,009.00	22453	3C1	
Meals on Wheels Monterey Peninsula	Steam Kettle	K60GL	46-3033809	3/7/2020	$23,136.00	28390	3C1	
Meals on Wheels Monterey Peninsula	Tilt Skillet	VG40	46-3033515	3/23/2020	$19,134.00	28389	3C1	
Meals on Wheels Monterey Peninsula	Food Processor	CL55		4/11/2022	$6,240.00	36760	3C2	

Authorized Signature	Print Name and Title	Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Meals on Wheels of the Monterey Peninsula

By: DocuSigned by: D8C2A0984186426...

Title: Board Chair

Date: 6/3/2025 | 8:58 AM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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Signature: D8C2A0984186426...

Board Chair
Title

Meals on Wheels of the Monterey Peninsula
Agency/Organization

6/3/2025 | 8:58 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
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(signature of authorized representative)

6/3/2025 | 8:58 AM PDT
(date)

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MEALS ON WHEELS OF THE MONTEREY PENINSULA
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Meals on Wheels of the Monterey Peninsula

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

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Authorized Signature

6/3/2025 | 8:58 AM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-17360
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas for the period of July 1, 2025 through June 30, 2026, in the amount of $916,052; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($91,605) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,007,657.

PASSED AND ADOPTED on this 17th day of June 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 17, 2025.

Dated: June 17, 2025
File ID: A 25-240
Agenda Item No.: 30

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 12/31/2025 **Current Status:** Criminal Justice - Consent

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with Central Coast Overdose Prevention (CCODP) to provide professional services including outreach, harm reduction and referrals for substance use treatment within County Probation operated facilities at no cost, effective April 1, 2026 through March 31, 2031; and
b. Authorize the Chief Probation Officer to sign future extensions or amendments to the MOU where the amendments do not significantly alter the scope of services or add cost for services.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with Central Coast Overdose Prevention (CCODP) to provide professional services including outreach, harm reduction and referrals for substance use treatment within County Probation operated facilities at no cost, effective April 1, 2026 through March 31, 2031; and
b. Authorize the Chief Probation Officer to sign future extensions or amendments to the MOU where the amendments do not significantly alter the scope of services or add cost for services.

SUMMARY/DISCUSSION:

On January 1, 2022, California Department of Healthcare Services (DHCS) launched a multi-year DHCS initiative, California Advancing and Innovating Medi-Cal (CalAIM), to improve the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of broad delivery system, program and payment reform across the Medi-Cal program. The Providing Access and Transforming Health (PATH) Justice Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails and youth correctional facilities. All correctional facilities are mandated to implement Medi-Cal reentry services by October1, 2026.

The Probation Department was awarded funding under PATH and has been implementing the mandated justice-involved processes for youth in the delivery of Medi-Cal reentry services and coordination of care. This includes collaborative planning and programming with Behavioral Health, Department of Social Services, County stakeholders and other agencies such as Central Coast Overdose Prevention to effectuate successful pre-release processes and support as required by the State. Specifically, as listed in the Policy and Operational Guide for Planning and Implementing the CalAIM Justice-Involved Initiative dated 10/23/2023, these pre-release and care management services include the following: medication for Substance Use Disorder(SUD) for all Food and Drug Administration (FDA)-approved medications and biological products, including coverage for

counseling or behavioral therapies to provide a "whole-patient" approach to the treatment of SUD.

CCODP is a California non-profit corporation that focuses on addressing substance use realities through harm reduction strategies, treatment options, and community support services in the Tri-County area (Monterey, San Benito, and Santa Cruz counties). CCODPs core business is to connect people with substance use information and treatment resources to combat the opioid epidemic and promote a safer, healthier California.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Offices of County Counsel and Risk Management have reviewed the MOU as to legal form, and indemnification and insurance provisions, respectively.

FINANCING:

CCODP will provide these services at no cost to the County. There is no impact to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, ext. 3913

Attachments:
Board Report
MOU - Central Coast Overdose Prevention FY2026-2031

Introduced: 12/31/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with Central Coast Overdose Prevention (CCODP) to provide professional services including outreach, harm reduction and referrals for substance use treatment within County Probation operated facilities at no cost, effective April 1, 2026 through March 31, 2031; and
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SUMMARY/DISCUSSION:

On January 1, 2022, California Department of Healthcare Services (DHCS) launched a multi-year DHCS initiative, California Advancing and Innovating Medi-Cal (CalAIM), to improve the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of broad delivery system, program and payment reform across the Medi-Cal program. The Providing Access and Transforming Health (PATH) Justice Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails and youth correctional facilities. All correctional facilities are mandated to implement Medi-Cal reentry services by October1, 2026.

The Probation Department was awarded funding under PATH and has been implementing the mandated justice-involved processes for youth in the delivery of Medi-Cal reentry services and coordination of care. This includes collaborative planning and programming with Behavioral Health, Department of Social Services, County stakeholders and other agencies such as Central Coast Overdose Prevention to effectuate successful pre-release processes and support as required by the State. Specifically, as listed in the Policy and Operational Guide for Planning and Implementing the CalAIM Justice-Involved Initiative dated 10/23/2023, these pre-release and care management services include the following: medication for Substance Use Disorder(SUD) for all Food and Drug Administration (FDA)-approved medications and biological products, including coverage for

counseling or behavioral therapies to provide a "whole-patient" approach to the treatment of SUD.

CCODP is a California non-profit corporation that focuses on addressing substance use realities through harm reduction strategies, treatment options, and community support services in the Tri-County area (Monterey, San Benito, and Santa Cruz counties). CCODPs core business is to connect people with substance use information and treatment resources to combat the opioid epidemic and promote a safer, healthier California.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Offices of County Counsel and Risk Management have reviewed the MOU as to legal form, and indemnification and insurance provisions, respectively.

FINANCING:

CCODP will provide these services at no cost to the County. There is no impact to the County General Fund with the recommended action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

Prepared by: Wendi Reed, Management Analyst III, ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, ext. 3913

Attachments:
Board Report
MOU - Central Coast Overdose Prevention FY2026-2031

Docusign Envelope ID: 94C1D3C6-0CE7-45E7-ADE7-03DD0A8DBAED

Memorandum of Understanding

Between the **MONTEREY COUNTY PROBATION DEPARTMENT** and **CENTRAL COAST OVERDOSE PREVENTION**.

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative framework between the Monterey County Probation Department ("Probation") and Central Coast Overdose Prevention ("CCODP") to support overdose prevention, harm reduction, and public health education within county-operated facilities. This MOU outlines mutual responsibilities, indemnification, data sharing protocols, and operational safeguards.

II. BACKGROUND INFORMATION

The parties agree with the following background facts:

A. CCODP is a California non-profit corporation that focuses on addressing substance use realities through harm reduction strategies, treatment options, and community support services in the Tri-County area (Monterey, San Benito, and Santa Cruz counties). CCODPs core business is to connect people with substance use information and treatment resources to combat the opioid epidemic and promote a safer, healthier California.

B. CCODP employs peer support specialists and contracts with a myriad of independent physicians to provide a business service model that provides professional and medical services. Under this agreement, CCODP will provide a limited scope of no cost professional services including outreach, harm reduction and referrals for substance use treatment. These services will be provided by CCODP staff and/or one or more of our contracted physicians licensed by the State of California. In consideration of the services rendered (CCODP) is able to support their mission to serve underserved communities and to meet their goals to eliminate overdoses and other negative substance-related outcomes in the Tri-County communities and beyond by increasing awareness, reducing stigma, educating the public, improving access to community support services and treatment options, exploring previously underutilized solutions, and treating substance use-related conditions with compassion.

III. SCOPE OF WORK

In consideration of the background information above, the parties mutually agree that CCODP will provide the following services within Probation facilities:

Docusign Envelope ID: 94C1D3C6-0CE7-45E7-ADE7-03DD0A8DBAED

- On-site and/or coordinated substance use disorder treatment services for youth housed at Juvenile Hall, including assessment, medication-assisted treatment when clinically indicated, ongoing clinical monitoring, and care coordination in collaboration with Juvenile Hall medical and behavioral health staff;
- Overdose prevention education and training;
- Distribution of naloxone and related harm reduction materials;
- Data collection and reporting for public health evaluation; and
- Staff and client engagement through outreach and support services

IV. TERM

This MOU shall commence on **April 1, 2026** and remain in effect until **March 31, 2031**, unless terminated earlier by either party with thirty (30) days written notice.

IV. INDEMNIFICATION AND HOLD HARMLESS

A. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from any and all claims, liabilities, damages, or expenses (including reasonable attorney's fees) arising out of or related to the negligent acts, errors, or omissions of its own officers, employees, or agents in connection with this MOU.

B. This dual indemnification clause shall survive the termination of this MOU.

V. FACILITY ACCESS AND CONDUCT

CCODP personnel shall comply with all facility rules, security protocols, and conduct expectations while operating within Probation facilities. Probation reserves the right to revoke access for any individual who violates these standards.

VI. DATA SHARING AND PII PROTECTION

Both parties acknowledge the importance of protecting Personally Identifiable Information (PII) and agree to the following:

A. All shared data shall be limited to the minimum necessary for program evaluation and service coordination;
B. PII shall be encrypted in transit and at rest, and stored in secure, access-controlled environments;
C. CCODP shall not disclose PII to third parties without written consent from Probation or the individual, unless required by law; and
D. Both parties shall comply with applicable federal, state, and local privacy laws, including HIPAA and the California Consumer Privacy Act (CCPA), where applicable.

Docusign Envelope ID: 94C1D3C6-0CE7-45E7-ADE7-03DD0A8DBAED

VII. INSURANCE

CCODP, including any employees and/or independent contractors shall maintain Professional Liability insurance, General Liability insurance, Hired and Non-owned Auto insurance and Workers' Compensation insurance.

VIII. CONFIDENTIALITY

All non-public information exchanged under this MOU shall be treated as confidential and used solely for the purposes outlined herein.

IX. NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be properly addressed as follows:

***Probation*:**	***CCODP*:**
Monterey County Probation Department	Central Coast Overdose Prevention
Attn: Jose Ramirez	Attn: Jesse Allured
Address: 20 E. Alisal Street Salinas, CA 93901	Address: 245 Washington Street Monterey, CA 93940
Telephone: (831) 755-3913	Telephone: (626) 252-4450
Email: Jramirez2@countyofmonterey.gov	Email: jallured@ccodp.org

X. AMENDMENT

This MOU may be amended only by mutual written agreement signed by authorized representatives of both parties. This Agreement supersedes all prior discussions, agreements, or understandings between Probation and CCODP, whether express or implied. Both Parties agree that no promise or representation regarding the subjects addressed in this Agreement have been made by either Party, other than those expressly set forth in this Agreement. No change or modification of this Agreement shall be valid unless in writing and signed by both Parties.

THIS SECTION LEFT INTENTIONALLY BLANK

Docusign Envelope ID: 94C1D3C6-0CE7-45E7-ADE7-03DD0A8DBAED

XI. SIGNATURES

By signing below, both parties affirm their commitment to the terms of this MOU.

Monterey County Probation Department:

By: Jose Ramirez

Title: Chief Probation Officer

Date:

Central Coast Overdose Prevention:

Signed by:
9589D7CB0628491...

By: Jesse Allured

Title: Executive Director

Date: 2/12/2026 | 11:04 AM PST

Signed by:
44E083B3FBEA412...

Anne K. Brereton
Deputy County Counsel
County of Monterey

Date: 2/12/2026 | 1:30 PM PST

Introduced: 2/23/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PayGov.US, LLC for electronic payment services for the Civil Records Management System, at no cost to the County upon execution to November 30, 2028.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PayGov.US, LLC for electronic payment services for the Civil Records Management System, at no cost to the County upon execution to November 30, 2028.

SUMMARY:
The Monterey County Sheriff's Office request approval of this non-standard agreement to stay in compliance with AB 2791.

DISCUSSION:
The Civil Division of the Monterey County Sheriff's Office performs the processing and serving of civil procedures (utilizing Teleosoft software), including small claims judgments, earnings withholding orders, real property levies and bank levies, and evictions. All these services are provided throughout the County, including locations inside the incorporated cities.

AB 2791, which took effect in January 2024, required the Sheriff's Office to accept electronic signatures and payments for the above-mentioned court documents. To meet the requirements of AB 2791, the Board approved Gila LLC dba Municipal Service Bureau (MSB) with Board Order A-17180 on December 9, 2024. This service is done at no cost to the County. In December 2025, MSB informed the Sheriff's Office that they would be terminating service.

To stay in compliance with AB 2791, PayGov has been selected to take over the electronic payment process. PayGov will provide the electronic payment process at no cost to the County; the customer will be responsible for the cost.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and advised on this Agreement as to legal form. The Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions. Risk Management is okay with the following insurance modifications, PayGov works 100% remotely,

therefore their automobile insurance is waived.

FINANCING:
This agreement is at no cost to the County.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Arthur Curtright, Management Analyst III, Extension #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Extension #3801
Reviewed by: Keith Boyd, Undersheriff, Extension #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension # 3750

Attachment:
PayGov Non-Standard Agreement

Introduced: 2/23/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Authorize the County Purchasing Agent or their designee to execute a non-standard agreement between the County of Monterey and PayGov.US, LLC for electronic payment services for the Civil Records Management System, at no cost to the County upon execution to November 30, 2028.

RECOMMENDATION:

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To stay in compliance with AB 2791, PayGov has been selected to take over the electronic payment process. PayGov will provide the electronic payment process at no cost to the County; the customer will be responsible for the cost.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

The Office of County Counsel has reviewed and advised on this Agreement as to legal form. The Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions. Risk

Management is okay with the following insurance modifications, PayGov works 100% remotely, therefore their automobile insurance is waived.

FINANCING:
This agreement is at no cost to the County.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Arthur Curtright, Management Analyst III, Extension #3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, Extension #3801
Reviewed by: Keith Boyd, Undersheriff, Extension #3859
Approved by: Tina Nieto, Sheriff/Coroner, Extension # 3750

Attachment:
PayGov Non-Standard Agreement

Docusign Envelope ID: 928BC652-2F1E-4EE1-92DC-FE39E9F48BDE

Agreement 080221

PayGOV.US, LLC.
5144 E. Stop 11 Road, Suite #17
Indianapolis, IN 46237

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective upon execution by and between **PayGOV.US LLC (Hereinafter PGV)**, with its principal address at 5144 E. Stop 11 Road, Suite #17 Indianapolis IN, and the County of Monterey **(Hereinafter COUNTY)**, with its principal address at 1414 Natividad Road, Salinas, CA 93906 for an agreement which expires on November 30, 2028 cancel-able with 90 days written notice by either party.

PGV has designed and developed a payment processing system for Government agencies, to include operator-assisted and Internet processing services to enhance the collection of Payments or other obligations on a 24/7 basis. The person wanting to pay an obligation to **THE AGENCY** by credit or debit card, or any of its departments, may do so by calling the **PGV** toll-free number, or logging on to the designated website link (where applicable), at no cost to **COUNTY. PGV** will also provide equipment to swipe the card at no cost for the agency or department**. PGV** will assess a convenience fee equal to 4.19% of the transaction amount for all POS, online, mobile, or over-the-phone (in office') transactions. A minimum flat convenience fee of $1.00 will apply to any transaction under $24.00. Service includes timely and accurate transaction processing, next business day reconciliation and funds transfer via ACH transfer from **PGV** to **COUNTY**.

PGV will be the provider of the agreed upon merchant services to the **COUNTY**for the awarded payment processing services during the period beginning on the date on which **PGV** and the **COUNTY** execute the Agreement. **PGV** agrees **COUNTY** is not responsible for any compensation for this service, nor shall **COUNTY** pay any associated operational costs, state or federal taxes on behalf of **PGV**. **PGV** accepts and agrees to perform all services associated with this agreement as an independent contractor and not as an employee of **COUNTY**. **PGV** and **COUNTY** each agree (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation.

PGV will indemnify **COUNTY** harmless from any cardholder transaction disputes, charge-backs, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to **PGV's** negligence or failure to perform any of its obligations under this service agreement. **COUNTY** agrees to assist **PGV** with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed **COUNTY**; (ii) all cardholder information pertinent to any inquiry or dispute regarding payment made to the **COUNTY** via the services of **PGV**.

PGV represents it is qualified to perform the aforementioned services as outlined in this agreement, and that all work shall be accomplished in a workmanlike manner. **PGV** agrees to observe and comply with all federal, state, and local law in performing the services listed. This Agreement shall be governed by the law of the State of California.

The initial term of this Agreement shall be month to month. This Agreement shall automatically be extended for an additional one month terms at the end of each month. **IN WITNESS WHEREOF, COUNTY** and **PGV** have caused this Agreement to be effective on the date executed by **COUNTY**.

Reviewed and Approved:
County of Monterey

_____
Contracts & Purchasing Officer

Date: _____

DocuSigned by:
Michael Hiatt
1829871EBC9C4E7...
Michael Hiatt
PayGov.US
PayGOV.US LLC.
Date: 2/23/2026 | 7:49 AM EST

Docusign Envelope ID: 928BC652-2F1E-4EE1-92DC-FE39E9F48BDE

County of Monterey Addtional Signers of PayGov Non-Standard Agreement

Approved as to form

Signed by:
Michael Whilden 2/25/2026 | 9:33 AM PST
2C6F38174D4940D...

Approved as to Fiscal Provisions

DocuSigned by:
Patricia Ruiz 2/25/2026 | 11:11 AM PST
E79EF64E57454F0...

Risk Management

DocuSigned by:
David Bolton 2/25/2026 | 6:34 AM PST
3E7A6EF11DD8440...

Introduced: 2/24/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with University of Cincinnati Research Institute to provide training on Effective Practices in Community Supervision (EPICS), effective April 1, 2026 through June 30, 2027, not to exceed $176,750; and
b. Authorize the Chief Contracts and Procurement Officer or designee to execute future amendments to the Agreement provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Chief Contracts and Procurement Officer.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with University of Cincinnati Research Institute to provide training on Effective Practices in Community Supervision (EPICS), effective April 1, 2026 through June 30, 2027, not to exceed $176,750; and
b. Authorize the Chief Contracts and Procurement Officer or designee to execute future amendments to the Agreement provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Chief Contracts and Procurement Officer,

SUMMARY/DISCUSSION:
The Effective Practices in Community Supervision (EPICS) program at the University of Cincinnati Research Institute focuses on improving the effectiveness of community supervision through structured interventions. The program combines foundational correctional intervention research with community supervision principles to create a comprehensive approach to intervention. The Probation Department last contracted UCRI for training in 2017-2018 and due to the progression of time and onboarding new officers, need to provide this training to new incoming staff, as well as refresher training for existing officers.

The goal of this structured approach to client supervision training is to teach probation officers how to apply the principles of effective intervention to community supervision practices. The training teaches officers how to use the EPICS model to target higher risk offenders and their criminogenic needs using cognitive-behavioral interventions and core correctional practices. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and use a social learning, cognitive-behavioral approach to their interactions. The EPICS program aims to reduce recidivism by ensuring that probation officers are well-trained and equipped to provide effective interventions.

The University of Cincinnati (UC) serves as the sole owner and proprietor of the copyright in the EPICS model, and UC's corresponding manual and training program.

The non-standard agreement terms are under Section 10.0, Records and Confidentiality, Paragraph 10.05, Royalties and Inventions and Section 16.0, Miscellaneous Provisions, Paragraph 16.06, Assignments and Subcontracting. The Chief Probation Officer recommends approval of this proposed Non-Standard Agreement.

OTHER AGENCY INVOLVEMENT:
The Non-Standard Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal provisions.

FINANCING:
There will be no impact to the General Fund from approval of this action. The funds for this Agreement are included in the Probation Department (PRO001, Unit 8165 and PRO001, Unit 8163) Fiscal Year (FY) 2025-26 Adopted Budget. Any unused contract authority will be fully budgeted in the subsequent FYs, through the term of the Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
___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: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
FY2025-26/2026-27Agreement with University of Cincinnati Research Institute

Introduced: 2/24/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with University of Cincinnati Research Institute to provide training on Effective Practices in Community Supervision (EPICS), effective April 1, 2026 through June 30, 2027, not to exceed $176,750; and
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It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute a Non-Standard Agreement with University of Cincinnati Research Institute to provide training on Effective Practices in Community Supervision (EPICS), effective April 1, 2026 through June 30, 2027, not to exceed $176,750; and
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SUMMARY/DISCUSSION:
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The goal of this structured approach to client supervision training is to teach probation officers how to apply the principles of effective intervention to community supervision practices. The training teaches officers how to use the EPICS model to target higher risk offenders and their criminogenic needs using cognitive-behavioral interventions and core correctional practices. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and use a social learning, cognitive-behavioral approach to their interactions. The EPICS program aims to reduce recidivism by ensuring that probation officers are well-trained and equipped to provide effective interventions.

The University of Cincinnati (UC) serves as the sole owner and proprietor of the copyright in the EPICS model, and UC's corresponding manual and training program.

The non-standard agreement terms are under Section 10.0, Records and Confidentiality, Paragraph 10.05, Royalties and Inventions and Section 16.0, Miscellaneous Provisions, Paragraph 16.06, Assignments and Subcontracting. The Chief Probation Officer recommends approval of this proposed Non-Standard Agreement.

OTHER AGENCY INVOLVEMENT:
The Non-Standard Agreement has been approved by the Office of the County Counsel as to form and by the Auditor-Controller's Office as to fiscal provisions.

FINANCING:
There will be no impact to the General Fund from approval of this action. The funds for this Agreement are included in the Probation Department (PRO001, Unit 8165 and PRO001, Unit 8163) Fiscal Year (FY) 2025-26 Adopted Budget. Any unused contract authority will be fully budgeted in the subsequent FYs, through the term of the Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
___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: Wendi Reed, Management Analyst III, Ext. 3985
Approved by: Jose Ramirez, Chief Probation Officer, Ext. 3913

Attachment:
FY2025-26/2026-27Agreement with University of Cincinnati Research Institute

Docusign Envelope ID: 4D002E07-E8CD-409C-96FB-9DF931F9F4B8

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:

University of Cincinnati Research Institute (UCRI)

(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: training sessions for Probation staff on Effective Practices in Community Supervision (EPICS) and Training of Trainer (TOT) sessions to include follow up coaching for both for a period of up to six (6) months.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 176,750.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Insurance Modification;

Exhibit C: Exceptions to County Standard Agreement

Docusign Envelope ID: 4D002E07-E8CD-409C-96FB-9DF931F9F4B8

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

Docusign Envelope ID: 4D002E07-E8CD-409C-96FB-9DF931F9F4B8

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

Initial FMG Initial PC

10.05 **Royalties and Inventions:** ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jose Ramirez, Chief Probation Officer	Patrick Clark, Executive Director and CFO
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 19614, Cincinnati, OH 45219
Address	Address
(831)755-3913	(513)556-2628
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** ~~The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

Initial FMG Initial PC

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46091E5DE63489...

County Counsel

Date: 2/24/2026 | 3:07 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrea Valentine 25834C004041E449...

Auditor/Controller

Date: 2/24/2026 | 4:06 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

University of Cincinnati Research Institute (UCRI)

Contractor/Business Name *

By: Signed by: Frank M. Gerner 5303936B0B504DE...

(Signature of Chair, President, or Vice-President)

Frank M. Gerner, UCRI Board Chairman

Name and Title

Date: 2/24/2026 | 9:49 AM PST

By: Signed by: Patrick Clark B98DBEDEB1AE442...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Patrick Clark, Executive Director & CFO

Name and Title

Date: 2/24/2026 | 1:05 PM EST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT-A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SERVICE AGREEMENT
BETWEEN
County of Monterey
Monterey County Probation Department, hereinafter "County"
AND
University of Cincinnati Research Institute, hereinafter "CONTRACTOR"

This Exhibit-A shall be incorporated by reference as part of the Professional Service Agreement (PSA) governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

PURPOSE

The purpose of this Agreement is to provide training sessions on ***EPICS, Effective Practices in Community Supervision*** and provide all necessary training materials. The goal of this training is to teach probation officers how to apply the principles of effective intervention to community supervision practices. The training teaches officers how to use the EPICS model to target higher risk offenders and their criminogenic needs using cognitive-behavioral interventions and core correctional practices. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and use a social learning, cognitive-behavioral approach to their interactions. End User Training is 3-days in person followed by up to 5-months of follow up coaching. Examples of cognitive-behavioral interventions include structured skill building and cognitive restructuring. Examples of core correctional practices include relationship skills, teaching skills, problem-solving, and effective reinforcement and disapproval.

OBJECTIVES

- Learn, understand, and be able to apply the principles of effective intervention
- Learn and be able to implement the EPICS model
- Learn and understand the EPICS Action Plan
- Learn and understand cognitive behavioral interventions
- Learn and understand key core correctional practices and how to implement specific cognitive behavioral intervention tools
    - Relationship skills
    - Structured skill building
    - Effective reinforcement, disapproval, and use of authority
    - Problem-solving
    - Cognitive Restructuring
- Learn how to work with families

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A. SCOPE OF WORK

A.1 The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
Trainers will provide End User training to approximately 30 students per session (up to a total of 120 students) in the three-day session as outlined in the Overview and follow up coaching for a period of up to five (5) months;

END USER TRAINING
Three (3) days of In Person End User Training with two (2) UCCI trainers on the following four (4) session dates:

4/13-4/15, 4/21-4/23, 4/27-4/29, and 5/4-5/6.

Please note that these dates could be rescheduled if there is a conflict with CONTRACTOR training calendar.

Within four (4) weeks of EPICS implementation:

Follow up coaching for a period of up to six (6) months to include review and feedback of submitted trainee audio sessions via video conference coaching call. Includes initial trainee audio session with four (4) additional cycles of audio submission and coaching call feedback.

OVERVIEW
Components of the 13-module curriculum include the following:
M1: Rationale and Foundation
M2: EPICS model
M3: Building a Collaborative Relationship
M4: Setting Goals
M5: Identifying Targets for Change
M6: Cost-Benefit Analysis
M7: Cognitive Restructuring
M8: Structured Skill Building
M9: Problem Solving
M10: Reinforcement
M11: Punishment
M12: Continuing to Support Behavior Change
M13: Summary and Fidelity Measures

END USER
Each end user session is three days of training for a maximum of 30 trainees, and is outlined below:
Day 1: Introduction to EPICS, Modules 1 - 5 description/demonstrations/teach backs
Day 2: Modules 6 - 9 description/demonstrations/teach backs
Day 3: Modules 10 - 13 description/demonstrations/teach backs, Implementation discussion

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A.2 The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
Trainers will provide **Training of Trainers (TOT)** to up to ten (10) students with two (2) UCCI trainers in the five-day session as outlined below:

TRAINING OF TRAINERS (TOT)
One (1) EPICS Training of Trainer (TOT) In Person Session for up to ten (10) staff for one eight(8) day training that includes five (5) days classroom and three (3) days of observation. Included is also support during the newly trained trainers 5-months of follow up coaching for newly trained end users.

Dates and locations for TOT Sessions are to be determined based on availability of CONTRACTOR staff and County staff.

The EPICS TOT is a 5-day in person training followed by a 3-day in person observation of the training and random observation of the coaching process that prepares previously trained staff in EPICS to train other end users in the model. Alternatively, the **TOT** can be delivered across 10 half-day synchronous virtual sessions with trainers and 5 half-days of virtual observation as the new trainers train new end users. UCCI-approved Master Trainers provide the TOT training. The maximum number of TOT training participants is 10 individuals.
The training covers EPICS training and coaching logistics, content, and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. Each participant is also responsible for coding audios and serving as an EPICS coach for a complete coaching sequence. The full training is designed to allow the participants to demonstrate the essential EPICS trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the TOT classroom training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of EPICS, its application and follow-up coaching.
ToT Selection Criteria
To be eligible for this training, staff must have:
1) Trained in the model (attended the initial end user training delivered by UCCI-approved trainers)
2) Consistent use the model (submitted 5 audio sessions as part of the end user follow up coaching process)
3) Active participation in coaching sessions (attended and participated in coaching sessions as part of the end user follow up coaching process)
4) Final tape must be graded as "satisfactory" or higher in 85% of items
5) Interest in being a trainer

ToT Participant Selection Guidelines
In addition to attending the facilitator training and receiving EPICS certification from UCCI, individuals selected to attend TOT training should:

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1) Possess skill and comfort with public speaking, preferably with experience conducting training; Demonstrate a thorough understanding of the agency selected risk assessment;1
2) Value the use of the assessment;
3) Have a flexible schedule that allows for training time, supported by your organization;
4) Be a reliable and long-term employee within your agency; and
5) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs, trainer delivery of the end user session, and the exam, as well as the coding of audios and coaching process, Certified Trainers may begin training EPICS. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:
1) Attend and fully participate in the entire in person or virtual ToT Training process;
2) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the mock training;
3) Pass the written ToT examination
4) Fully participate in conducting an in person or virtual live end user EPICS training as observer by a UCCI Master Trainer;
5) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the end user training;
6) Act as the lead coach on at least one coaching session; and
7) Code two audios with strong inter-rater agreement with UCCI.

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI. Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign **Attachment A - MOU (**at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified**.**

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A.3 The County shall provide the following items:

a. Training room large enough to accommodate individual training capacity
b. Breakout room large enough to accommodate half of the individual training capacity (if needed)
c. Projector and screen in the training room to show a Power Point presentation
d. Audio/visual capabilities in the training room to show training videos
e. Tables with chairs in the training room for trainees, preferably in a U-shape for the total training capacity
f. Flip chart paper (self-sticking to the wall, or a roll of painter's tape to hang sheets up)
g. Flip chart markers

Training room(s) may be located at:

1) **Northridge Mall Community Room**
796 Northridge Drive
Salinas, CA 93906

2) **County of Monterey**
1441 Schilling Place
Salinas, CA

3) **TO BE DETERMINED**

A.4 TERM OF AGREEMENT

Subject to other Agreement provisions, the period of performance under this Agreement will be April 1 , 2026 through June 30, 2027.

A.5 MODIFICATIONS/ADDITIONS TO STANDARD AGREEMENT LANGUAGE

County and CONTRACTOR agree to the modifications to the standard langauge as per attached **Exhibit C.**

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay the amount of **$176,750** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Training Session	Session Cost	Total
End User Training	**$34,750**/per session x 4 sessions	$139,000
Training of Trainer (TOT)	**$37,750**/per session	$37,750
Total		**$176,750**

The inclusive training fees for all sessions include all salaries, benefits, training material production and shipment, taxes, travel accommodation and expenses, and administrative costs.

There is no additional travel reimbursement under this Agreement. All travel costs are included in the training fee.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall be sent via email to 255-probationfinanceap@countyofmonterey.gov
or to the following address:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B – INSURANCE MODIFICATION

Auto Liability:
CONTRACTOR (University of Cincinnati Research Institute) represents that all services under this Agreement will be performed offsite and not on County premises and will not involve the use of vehicles. Accordingly, the requirement to maintain automobile liability insurance is waived. If the scope of services changes during the term of this Agreement such that vehicle use becomes necessary, this waiver shall be reconsidered, and CONTRACTOR may be required to obtain and maintain automobile liability insurance as a condition of continuing services. This modification of insurance does not affect the CONTRACTOR's responsibility and duty to indemnify the County under the provisions of this Agreement**.**

Workers Compensation:
At the time of execution of this Agreement, CONTRACTOR (University of Cincinnati Research Institute) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.

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EXHIBIT C – EXCEPTIONS TO COUNTY STANDARD AGREEMENT

1. Section 10.0, Records and Confidentiality, Paragraph 10.05, Royalties and Inventions, is modified to read:
   "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 all other works of similar nature *which are unique and specific to County and are not CONTRACTOR's pre-existing or background intellectual property or any derivatives or improvements thereof*."

2. Section 16.0, Miscellaneous Provisions, Paragraph 16.06, Assignments and Subcontracting, is modified with the addition of the following language:
   " County hereby consents to CONTRACTOR'S subcontracting of the services covered under this Agreement to CONTRACTOR'S subcontractor by Affiliation, the University of Cincinnati Corrections Institute."

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ATTACHMENT A

UNIVERSITY OF CINCINNATI (UC)
EPICS TRAINING-OF-TRAINERS (TOT)
MEMORANDUM OF UNDERSTANDING (MOU)

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

(a) I acknowledge and understand UC's EPICS Training-of-trainers protocol as outlined in the attached description.

(b) I forfeit all rights to train UC's EPICS model and accompanying training curriculum upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).

(c) I will not train UC's EPICS model and accompanying training curriculum outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).

(d) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.

(e) I recognize that the University of Cincinnati holds ownership and copyright of UC's EPICS model and accompanying training curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

_____ _____
Trainee Date

_____ _____
University of Cincinnati Representative Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Foundation Risk Partners
625 Eden Park Dr, Ste 350
Cincinnati OH 45202

License#: L100460

CONTACT NAME: Jennifer Nugent
PHONE (A/C, No, Ext): 513-358-0666 **FAX (A/C, No):**
E-MAIL ADDRESS: jnugent@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : Travelers Casualty Insurance Company of America	19046
INSURER C : Landmark American Insurance Company	33138
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
University of Cincinnati Research Institute
3080 Exploration Ave
Cincinnati OH 45206

UCRESEA-01

COVERAGES **CERTIFICATE NUMBER:** 748849174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	PAC0645963	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PAC0645963	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			UMB0645964	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B C	Cyber Liability Professional Liability Professional Liability			0106228783LB LHR872729	12/20/2025 12/20/2025	12/20/2026 12/20/2026	Aggregate Each Claim Aggregate	2,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse or Molestation Coverage = $1,000,000 Each Abuse Limit / $2,000,000 Aggregate Limit.
Professional Liability policy is a claims-made and reported policy, the retroactive date is 12/20/2013.
The County of Monterey, Its Officers, Agents and Employees are included as Additional Insured for General Liability, on a primary and non-contributory basis, if required by written contract. Waiver of Subrogation in favor of The County of Monterey, Its Officers, Agents and Employees is included for General Liability if required by written contract.

CERTIFICATE HOLDER

County of Monterey Contracts/Purchasing Dept
1488 Schilling Place
Salinas CA 93901
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	**Limit of Insurance**	**Page**
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	$ 20,000	3
Damage to Premises Rented to You	$ 1,000,000	3
Supplementary Payments - Bail Bonds	$ 3,000	4
Supplementary Payments - Loss of Earnings	$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	$ 1,000/$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;

2. it is hired, chartered or loaned with a trained paid crew;

3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $ 20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

i. rupture, bursting, or operation of pressure relief devices;

ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. flood

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of $ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4.** Other Insurance, paragraph **b.** Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:

   9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A** and **B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$ 3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$ 1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

   (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

   As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

   (aa) commence on a clearly identifiable day during the policy period; and

   (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

   (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

   (dd) be neither expected nor intended from the standpoint of any insured; and

   (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

   (ff) not originate at or from a storage tank or other container, duct or piping which:

   a. is below the surface of the ground or water; or

   b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

   Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B**:

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

   a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph **1.** above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

c. the Additional Insureds financial control of you; or

d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000**.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e**.

County of Monterey

Board Report

Legistar File Number: 26-187

Item No.53

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

March 10, 2026

Introduced: 2/26/2026
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Approve and authorize the County Purchasing Agent or their designee to execute Amendment #2 with We Create Content Corporation, to provide a strategic marketing and communication plan for the Sheriff's Office, by extending the contract to June 30, 2026 and adding $30,000 for a new not to exceed total of $230,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the County Purchasing Agent or their designee to execute Amendment #2 with We Create Content Corporation, to provide a strategic marketing and communication plan for the Sheriff's Office, by extending the contract to June 30, 2026 and adding $30,000 for a new not to exceed total of $230,000.

SUMMARY:
The Monterey County Sheriff's Office (MCSO) contracted with We Create Content in April of 2023 to focus on strategic marketing and communications to increase engagement with the community, this board report would extend the agreement so that work can be completed and conclude our service with them.

DISCUSSION:
We Create Content (WCC) started with the Executive Management team, which consists of the Sheriff, US, and three (3) Chiefs to get an overall understanding of MCSO's vision. Using that information they have become integrated with the Recruitment team and provide direction on recruitment for the MCSO and with the Community involvement, social media, etc.

WCC provided support which advanced the Sheriff's Office Website presence through coordinated collaboration with the Sheriff's Office contributing media assets, including photos and promotional videos. WCC supported the development of a Squarespace website by assisting with the migration of content from the legacy platform. WCC also played a key role in improving ADA accessibility by supporting updates to readability, layout, and form workflows. In addition, WCC assisted with licensing and integration of JotForm and essential plug-ins to ensure compliant, efficient data collection.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and advised on this Agreement as to legal form. The Auditor-Controller has reviewed and approved the Agreement as to fiscal provisions.

FINANCING:
The cost of this contract is included in the FY2025-26 Adopted Budget. There will be no increase in the General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ 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: Arthur Curtright, MA III, ext. 3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, ext. #3801
Reviewed by: Keith Boyd, Undersheriff, ext. #3859
Approved by: Tina Nieto, Sheriff/Coroner, ext. #3750

Attachments:
Board Report
Amendment 2
Agreement with Amendment 1

Introduced: 2/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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FINANCING:

The cost of this contract is included in the FY2025-26 Adopted Budget. There will be no increase in the General Fund Contribution resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

____ 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: Arthur Curtright, MA III, ext. 3708
Reviewed by: Jason Smith, Chief Deputy Sheriff, ext. #3801
Reviewed by: Keith Boyd, Undersheriff, ext. #3859
Approved by: Tina Nieto, Sheriff/Coroner, ext. #3750

Attachments:
Board Report
Amendment 2
Agreement with Amendment 1

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

We Create Content Corporation,

(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: strategic marketing and communication plan, etc.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ 200,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 15, 2023 **to** April 14, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Workers Compensation Justification

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Arthur Curtright, Contracts Manager	Sam Spadoni, President/Co-Owner
Name and Title	Name and Title
1414 Natividad Road, Salinas, CA 93906	655 Elm Ave, Seaside, CA 93955
Address	Address
(831) 755-3708	(831) 241-4577
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

DocuSign Envelope ID: 25F51A19-AAE8-4B3C-8123-FCEF504EBB08

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

DocuSign Envelope ID: 25F51A19-AAE8-4B3C-8123-FCEF504EBB08

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra K. Wilson 7B7419837AA8D44B...
Contracts/Purchasing Officer

Date: 4/12/2023 | 10:43 AM PDT

By:
Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Janet L. Holmes C1EBBD3B2E584BB...
County Counsel

Date: 4/11/2023 | 1:52 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: PP Ma Mon 2647DD077D65495...
Auditor/Controller

Date: 4/12/2023 | 10:37 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: DocuSigned by: 2EF8DC76EE3547F...
Risk Management

Date: 4/11/2023 | 1:56 PM PDT

CONTRACTOR

We Create Content Corporation
Contractor/Business Name *

By: DocuSigned by: 30912F24445A4...
(Signature of Chair, President, or Vice-President)

Sam Spadoni, President/Co-Owner
Name and Title

Date: 4/7/2023 | 1:50 PM PDT

By: DocuSigned by: Gabriel Rodriguez F6BE7B01697B4C0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Gabriel Rodriguez, Co-Owner
Name and Title

Date: 4/7/2023 | 1:46 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

DocuSign Envelope ID: 25F51A19-AAE8-4B3C-8123-FCEF504EBB08

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
We Create Content Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – Strategic Plan

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:

Develop strategic marketing and communications plan. The plan will include implementing the strategic marketing plan, to include social media (Facebook, twitter, Instagram, etc.), website updates and maintenance, digital advertising, traditional advertising (what does this include), Public Information Officer, photography and video production, internal file management, etc.

CONTRACTOR will do the following:

- Full Brand Review
- Review of current assets/asset needs
- Review of employee recruitment landscape (which will include competitors)
    - Current barriers for new hires (new deputies & laterals)
- Review and Analysis of:
    - Residents
    - Law Enforcement
    - Community Groups
    - Media
- Develop strategic marketing & communication plan
    - Initial goals & benchmarking (3, 6, 12 months)
        - Review of plan (make adjustments as necessary)
    - Implementation of plan (roles & responsibilities)
    - PR Plan
        - Social media review
            - Audience, demographics, psychographics, age ranges
            - Support for internal staff
            - Content calendar development
        - Print, Blog, Online, Newspaper
        - Media Plan
            - Traditional
            - digital
        - PIO Plan/Guidelines
        - Email Lists for Press Releases
            - Development of lists

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- List upkeep
- Crisis Communications Plan
- Press Release Template(s)
  - Provide Standard
  - Provide Crisis

- Recruitment Plan
  - Competitor Analysis (need to get list from HR of Comp study areas)
  - Geographical Prospect Density Analysis
- Community Engagement Plan
  - Calendar (who updates)
- Asset Development – up to 8 hours of photo/video gathering and production of up to four (4) :30 second videos, along with toned and edited images. Also includes training on hardware (in field training for photo/video) and software (editing, using templates) to create a professional and unified look/feel for all assets produced by MCSO
  - Photos
  - Video
  - Internal training for photo/video
  - Recommendation for hardware/software
  - Branded templates for use internally

A.2 County will provide the following:

- HR list of comparable counties
- Current letterhead, flyer template
- Email signature blocks

All documents delivered under this Agreement must be delivered to Undersheriff or Chief.

B. COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $200,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Deliverables	**Cost**
Creation of Strategic Marketing & Communications Plan	
Provide written document and soft copy of Strategic Marketing Plan	$4,875
Provide written document and soft copy of Communication Plan	$4,875
Strategic Plan Implementation Costs	

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Initial Asset Development (Photo/Video)	$3,750
Initial Training of MSCO Staff (Asset Development/Social)	$1,400
Final Paid Media Plan Development & Implementation	
Provide written document and soft copy of plan	$1,650
Template Creation (for use by MCSO staff) – includes designs for web, social, ads, flyers, etc. all with a uniform/professional look & feel	
Provide written document and soft copy of template	$2,250
Branded templates	$115 per hour
Recruitment Plan	$7,000
Community Engagement Plan	$115 per hour
Ongoing Costs	
Video Project	$125 per hour
Photos	$115 per hour
Toning/Editing	$6 - $8 per photo
On-going Training (as needed)	$125 per hour
On-going Asset Development	$115 per hour
Strategic Marketing Plan Review/Adjustment/Reports – monthly review/meeting, including reporting, analytics, feedback from MCSO, & goal review & strategic marketing plan adjustments as needed	$1,750 month

Final implementation of approved budget, a review of options, and decisions, will take place at the meeting following the approval of the strategic marketing plan (which will include a media spend, but vendors & precise media spend will be determined during review of the strategic marketing plan).

CONTRACTOR may assist with all media buys.

CONTRACTOR will provide quotes on items not already covered.

$10,000 – For items not covered.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses for air travel, car rental or overnight stays. All travel requiring air travel, car rental or overnight stays must be pre-approved by the Sheriff or Sheriff Designee. CONTRACTOR shall receive compensation for airfare, car rental and hotel as per the "County Travel Policy". A copy of the policy is available online at Policies and Procedures | Monterey County, CA To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. No meals, incidentals, tolls, parking, or other expense shall be reimbursed under this agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.1 CONTRACTORS BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each deliverable.
Invoices shall clearly state at a minimum:

B.1.1 Date
B.1.2 Deliverable
B.1.3 Breakdown of travel (per County Guidelines) (if applicable)

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
We Create Content Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

Workers Compensation Justification

At the time of execution of this agreement, CONTRACTOR does not have employees, only partner, and therefore does not carry a Workers' Compensation Insurance Coverage. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this agreement.

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AMENDMENT #1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY & WE CREATE CONTENT CORPORATION

This Amendment No. 1 is made to the Agreement for the provision of strategic marketing and communication plan, etc., by and between We Create Content Corporation, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County entered into an Agreement dated April 15, 2023 with a Not to Exceed amount of $200,000 and a term date ending on April 14, 2024; and,

WHEREAS, the County wish to amend the AGREEMENT to extend for two (2) additional years with a new term date ending on April 14, 2026; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.0, "TERM OF AGREEMENT", shall be amended by removing "**The term of this Agreement is from April 15, 2023 to April 14, 2024**" and replacing it with "**The term of this Agreement will be from April 15, 2023, to April 14, 2026**".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on April 15, 2023.

DocuSign Envelope ID: 25F51A19-AAE8-4B3C-8123-FCEF504EBB08

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson, PhD 7B741927AA0D4F5... Contracts/Purchasing Officer

Date: 3/26/2024 | 11:38 AM PDT

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
County Counsel Susan K. Blitch,
Acting County Counsel

By: DocuSigned by: Michael Whilden 0F98C5BE9B5F476... Michael Whilden
Deputy County Counsel

Date: 3/26/2024 | 11:01 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5A454B6... Auditor/Controller

Date: 3/26/2024 | 11:15 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR
WE CREATE CONTENT CORPORATION

By: DocuSigned by: Sam Spadoni 9891C2D445A443... (Signature of Chair, President, or Vice-President)

Sam Spadoni, President/Co-Owner
Name and Title

Date: 3/25/2024 | 4:33 PM PDT

By: DocuSigned by: Gabriel Rodriguez F8B4B7B9169FB9C... (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Gabriel Rodriguez, Co-Owner
Name and Title

Date: 3/26/2024 | 10:32 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. 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 section 8

Docusign Envelope ID: AA5C2710-550A-415E-B276-8429F0A0DE1D

AMENDMENT #2 TO AGREEMENT BETWEEN COUNTY OF MONTEREY & WE CREATE CONTENT CORPORATION

This Amendment No. 2 is made to the Agreement for the provision of strategic marketing and communication plan, etc., by and between We Create Content Corporation, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County entered into an Agreement dated April 15, 2023 with a Not to Exceed amount of $200,000 and a term date ending on April 14, 2024; and,

WHEREAS, the County amended the AGREEMENT on March 26, 2024 by adding two (2) additional years with a new term date ending on April 14, 2026 with Amendment No. 1; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding $30,000 for a new not to exceed total of $230,000 and extend the term of the Agreement to June 30, 2026; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.0, "PAYMENT PROVISIONS", shall be amended by removing "**The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $200,000**" and replacing it with "**The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $230,000**".

2. Section 3.0, "TERM OF AGREEMENT", shall be amended by removing "**The term of this Agreement is from April 15, 2023 to April 14, 2026**" and replacing it with "**The term of this Agreement will be from April 15, 2023, to June 30, 2026**".

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on April 15, 2023.

Docusign Envelope ID: AA5C2710-550A-415E-B276-8429F0A0DE1D

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 as of the last date opposite the respective signatures 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: Signed by: Michael Whilden 2C6F28174D4940D...
Michael Whilden
Deputy County Counsel

Date: 2/27/2026 | 9:13 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EE64E57454E6...
Auditor/Controller

Date: 2/27/2026 | 9:46 AM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR
WE CREATE CONTENT CORPORATION

By: Signed by: San Spadoni 08842F24445A448...
(Signature of Chair, President, or Vice-President)

Sam Spadoni, President/Co-Owner
Name and Title

Date: 2/26/2026 | 4:07 PM PST

By: DocuSigned by: Gabriel Rodriguez F6BF7B04607B4C0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Gabriel Rodriguez, Co-Owner
Name and Title

Date: 2/26/2026 | 3:04 PM PST

*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 section 8

County of Monterey

Board Report

Legistar File Number: 26-099

Item No.54

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

March 10, 2026

Introduced: 2/3/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a term of July 1, 2026, to June 30, 2027, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $12,900

RECOMMENDATION:
Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a term of July 1, 2026, to June 30, 2027, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $12,900

SUMMARY:
This item is to approve a contract for janitorial services for the Carmel Valley Library (65 W. Carmel Valley Rd.).

DISCUSSION:
Library facilities all have routine janitorial services to keep public and staff areas clean. This includes public and staff restrooms, emptying trash, cleaning floors, stocking paper supplies, and other services.

Due to the location of some branch libraries, the County's master agreements are not always the most cost effective or efficient option for securing these services. Branch's Janitorial Service has provided janitorial services for the Carmel Valley Library for many years, and their pricing is below that of other companies on current County master agreements. Both the branch library and administrative staff are satisfied with the service.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the Agreement as to form. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions.

FINANCING:
The cost for this contract is anticipated and paid from the Monterey County Free Libraries operational budget, and will not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Library facilities are heavily used by the public, including use of public restrooms. Clean, safe, and serviced public facilities are crucial to effective public access to library services.

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

Prepared by: Ava Rivera, Senior Account Clerk, 831-883-7559
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:
Exhibit A
Exhibit B

County of Monterey

Board Report

Legistar File Number: 26-099

Item No.

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

March 10, 2026

Introduced: 2/3/2026
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT:
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
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X Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Ava Rivera, Senior Account Clerk, 831-883-7559
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:
Exhibit A
Exhibit B

Docusign Envelope ID: 8C510A0D-9C0F-4102-BE9F-A60A19FD1568

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:

Branch's Janitorial Service, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:
Janitorial duties for the Carmel Valley Library

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$**12,900

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 07/01/2026 to 06/30/2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Jennifer Hansen-Administrative Services Officer
Adress: 188 Seaside Circle, Marina, CA 93933
Phone: 831-883-7569

FOR CONTRACTOR:
Name and Title: Samuel Branch-Owner
Adress: 218 Reindollar Ave STE 5B Marina, CA 93933
Phone: 831-384-2579

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, 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

Samuel Branch Branch's janitorial Service

Contractor/Business Name*

By: DocuSigned by: Samuel Branch 290635F6A5D84FA...

(Signature of Chair, President, or Vice-President)

Name and Title

Date: 2/3/2026 | 12:13 PM PST

By: Samuel Branch

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Name and Title

Date:

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

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PROCEDURE:

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

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County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 7/1/26

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Janitorial Services at the Carmel Valley Library

(Check One)

☐ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

☐ Preferred Vendor ☑ Sole Source

Vendor Name: Branches Janitorial

Address: 218 Reindollar Ave Ste 5B City: Marina State: CA

Phone Number: (831) 384-2579 Fax: ( )

Contact Person: Samuel Branch Title: Owner

Federal Employer #:

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3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

   a) Why were product and/or vendor chosen?

Taking a look at the new County CSA for janitorial services for the Carmel Valley Library, Branches came in at $400.00s per month then the lowest bid for that location. Branches has been cleaning the Carmel Valley Library for a few years and the staff are very happy with his work and how easy it is to work with them.

   b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

Branches Janitorial has come in at least $400.00 cheaper per month than all of the new County CSA's for janitorial services. Branches is the current janitor and the Carmel Valley staff are happy with the cleaning

   c) Why are these specific features/qualifications required?

Although I have had to find all new janitors for all library locations, Branches janitorial has maintained a great relationship with the Carmel Valley Library and his prices are far less per month.

   d) What other products/services have been examined and/or rejected?

When looking at the other 6 quotes for the current janitorial CSA branches continues to come in at hundreds of dollars cheaper then the other bids. He is also a local vendor and has done an amazing job keeping the branch clean.

   e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Other vendors have come in way over price what Branches is currently asking per month. Anywhere from $400.00 to $1,735.00 over what Branches is currently asking.

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f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Branches has been cleaning this library for a few years now and has a relationship with the library staff, and in turn is a County small business. Cost per month was a huge factor in asking for a sole source justification. Due to the budget contratints it would be good to be able to keep costs down with a local vendor who has already shown himself to be a value to the library.

g) Estimated Costs:

The quote is $1,075 / month which will come out to $12,900 per year

4. Is there an unusual or compelling urgency associated with this project?

☑ No

☐ Yes (Please describe)

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THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:
Jennifer Hansen
538FB1ECB14044F...

Requestors Signature — 2/3/2026 | 9:30 AM PST — Date

DocuSigned by:
Hillary Theyer
67A9664F6DB2433...

Authorized Signature by Department Head — 2/3/2026 | 10:32 AM PST — Date

Signed by:
Tom Skinner
30F2300D718745F...

Approved by Contracts/Purchasing Officer — 2/3/2026 | 2:58 PM PST — Date

Introduced: 2/11/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve and authorize the Contracts/Purchasing Officer or designee to execute a Renewal and Amendment 1 to the Agreement with Community Initiatives, a finance partner for the Transformative Climate Communities Grant, extending the agreement term by 18-months for a revised term of July 1, 2023 through December 31, 2026, with no increase to the contract maximum of $291,064.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and authorize the Contracts/Purchasing Officer or designee to execute a Renewal and Amendment 1 to the Agreement with Community Initiatives, a finance partner for the Transformative Climate Communities Grant, extending the agreement term by 18-months for a revised term of July 1, 2023 through December 31, 2026, with no increase to the contract maximum of $291,064.

SUMMARY:
Staff recommends approval of a renewal and amendment to continue the County's agreement with Community Initiatives, the fiscal and financing partner for the Transformative Climate Communities Grant Program. Community Initiatives supports Regeneración, the County's primary community partner in Pajaro, in implementing grant-related activities.

The proposed Renewal and Amendment 1 extends the agreement term through December 31, 2026, with no change to the total contract amount of $291,063.97. This extension aligns the agreement term with the revised project timeline and ensures continuity of grant administration and community engagement efforts.

DISCUSSION:
On April 28, 2022, the State of California Strategic Growth Council released a Grant Application Guide under the Transformative Climate Communities (TCC) Program. The TCC Program provides funding to local jurisdictions to support ambitious climate adaptation and resilience efforts through planning, research, capacity building, restoration, and sustainable infrastructure.
On June 21, 2022, the Board of Supervisors authorized staff to apply for the grant. The Board subsequently approved the Transformative Climate Communities Grant award on February 28, 2023, and the grant agreement was fully executed on July 10, 2023, with an original grant term of July 1, 2023 through June 30, 2025.
Community Initiatives serves as the fiscal partner supporting Regeneración, which is responsible for identifying stakeholders, conducting community outreach, and facilitating the formation of a Community Climate Coalition. This coalition consists of compensated community leaders who collaborate with residents to co-design three to five climate action and adaptation projects for submission under a

future Transformative Climate Communities Implementation Grant. Anticipated project focus areas include:

- Electrification
- Transportation
- Affordable housing
- Food security
- Green spaces
- Environmental health

The proposed Renewal and Amendment 1 extends the agreement by 18 months to support continued community engagement and project development activities without increasing the total contract amount.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Sustainability Program staff are coordinating with the Long-Term Recovery Plan, Housing Community Development, Office of Emergency Services, and the Health Department to align and leverage efforts supported by this grant.

FINANCING:
Approval of the recommended action will have no budgetary impact on the FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Climate action planning is essential to the health, safety, and long-term resilience of the County.

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
____ Diverse and Thriving Economy

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Proposed Renewal and Amendment 1
Executed Standard Agreement

Introduced: 2/11/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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- Electrification
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- Green spaces
- Environmental health

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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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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
____ Diverse and Thriving Economy

Prepared by: Claudia Escalante, Executive Assistant to CAO
Approved by: Debbie Paolinelli, Assistant County Administrative Officer

Attachments:
Proposed Renewal and Amendment 1
Executed Standard Agreement

RENEWAL AND AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & Community Initiatives

THIS AMENDMENT is made to the STANDARD AGREEMENT for the formation of a climate community coalition and co-design of a development plan for the Pajaro Community by and between **Community Initiatives,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the term of July 1, 2023 to June 30, 2025;

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and,

WHEREAS, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT, extending the term for an additional 18- month period, with an effective date retroactive to June 30, 2025 through December 31, 2026.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from July 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from July 1, 2023 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT 1 shall be attached to the original AGREEMENT respectively.

This space left blank intentionally

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
	By:
Contracts/Purchasing Officer	Signature of Chair, President, or Vice-President
Dated:	Kafi Blumenfield, Interim CEO
	Printed Name and Title
Approved as to Fiscal Provisions:	Dated:
Deputy Auditor/Controller	
	By:
Dated:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Liability Provisions:	Mamie Funahashi, CFO
	Printed Name and Title
Risk Management	Dated:
Dated:	
Approved as to Form:	
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.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Community Initiatives

(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: CONTRACTOR will form a climate community coalition (CCC) and co-design a development plan for Pajaro community The project focus will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ $291,063.97

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 7/1/2023 **to** 6/30/2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cora Panturad, Sustainable Infrastructure Analyst	Kelly ErnstFriedman, Client Services Manager
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	1000 Broadway, Suite #480 Oakland, CA 94607
Address	Address
Phone: 831.755.5338	Phone: 415.230.7724
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson
Contracts/Purchasing Officer

Date: 9/11/2023 | 10:51 AM PDT

By: DocuSigned by: Nick Chiulos
Department Head (if applicable)

Date: 9/11/2023 | 10:24 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Eben Strong
County Counsel

Date: 9/11/2023 | 8:28 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
Auditor/Controller

Date: 9/11/2023 | 9:49 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: DocuSigned by:
Risk Management

Date: 9/11/2023 | 8:46 AM PDT

CONTRACTOR

Community Initiatives
Contractor/Business Name *

By: DocuSigned by: Ruth Williams
(Signature of Chair, President, or Vice-President)

Ruth Williams, President & CEO
Name and Title

Date: 9/8/2023 | 3:12 PM PDT

By: DocuSigned by: Carl Taibl
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Carl Taibl, Chief Financial Officer
Name and Title

Date: 9/8/2023 | 3:34 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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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-16527
Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award, retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

PASSED AND ADOPTED on this 22th day of August 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 August 22, 2023.

Dated: August 24, 2023
File ID: 23-662
Agenda Item No.: 71

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 843E0347-4A17-4A54-906B-B14041B51B78

Introduced: 8/10/2023 **Current Status:** Agenda Ready

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

a. Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award, retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

RECOMMENDATION:

a. Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

SUMMARY:

Staff recommends that the Board of Supervisors authorize the execution of all documents needed to implement the Transformative Climate Communities Grant Program Award that was authorized by this Board on February 28, 2023. The grant agreement was executed by all parties on July 10, 2023, and the grant term is July 1, 2023 to June 30, 2025 as set by the grantor, the Strategic Growth Council of California.

DISCUSSION:

The State of California, Strategic Growth Council issued a Grant Application Guide on April 28, 2022, under the Transformative Climate Communities program. These funds are intended for local jurisdictions to fund ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure.

Staff recommends that the Board of Supervisors authorize the execution of all documents needed to implement the Transformative Climate Communities Grant Program Award that was authorized by this Board on February 28, 2023. The grant agreement was executed by all parties on July 10, 2023, and the grant term is July 1, 2023 to June 30, 2025 as set by the grantor, the Strategic Growth Council of California. To be consistent with the grant award agreement, staff will execute a retroactive agreement with the financing partner for this grant, Community Initiatives. This agreement, “Draft Standard Agreement Community Initiatives”, is attached to this Board report for illustration only, and is subject to review by County Counsel, Risk Management, and the Auditor’s Controllers Office. Community Initiatives is the financial partner who supports Regeneración, the County’s primary community partner in Pajaro working to implement this grant. Regeneración will identify stakeholders, conduct community outreach, and facilitate the formation of a Community Climate Coalition, which will be a compensated group of community leaders who will work with residents to co-design 3-5 climate action and adaptation projects to submit for a future Transformative Climate Communities Implementation grant.

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These projects will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health.

The Board of Supervisors authorized Staff to apply to this grant on June 21, 2022 and to accept the grant award on February 28, 2023; the Legistar file IDs for these actions are 22-621 and 23-166, respectively.

OTHER AGENCY INVOLVEMENT:
Sustainability Program staff are coordinating with the Long-Term Recovery Plan, Housing Community Development, Office of Emergency Services, and the Health Department to synergize the efforts of this grant.

FINANCING:
The total grant award is $299,113.97 to be disbursed during FY23/24 and FY24/25. There are no budgetary considerations for this report because they were addressed in Board Order A-16178 attached to this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Climate action planning is essential to the health and safety of the County's future.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
__Administration
X Health & Human Services
X_Infrastructure
X_Public Safety

Report prepared by: Cora Panturad, Sustainable Infrastructure Analyst, x 5338
Report approved by Nicholas E. Chiulos, Assistant County Administrative Officer x5145

DocuSigned by:
Maegan Ruiz-Ignacio
55FC2C51ABF84E9...
8/14/2023 | 12:24 PM PDT
on behalf of Nicholas E. Chiulos

Attachments:
Board Report
Board of Supervisors Resolution 22-233
Board Order A-16178
Draft Standard Agreement Community Initiatives
Executed TCC Grant Award

DocuSign Envelope ID: 843E0347-4A17-4A54-906B-B14041B51B78

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Services 1500 41st Avenue, Suite 228 Capitola CA 95010	**CONTACT NAME:** Cherokee Moit **PHONE (A/C, No, Ext):** 831-824-5031 **FAX (A/C, No):** **E-MAIL ADDRESS:** cherokee@cal-insurance.org
INSURED COMMINI-01 Community Initiatives 1000 Broadway, Suite 480 Oakland CA 94607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nonprofits Insurance Alliance of California — 10023 **INSURER B :** American Guarantee & Liability Insurance Company — 26247 **INSURER C :** Underwriters at Lloyds, London **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1063328147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		2022-06730	10/30/2022	10/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2022-06730	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			2022-06730-UMB	10/30/2022	10/30/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC571033502	6/30/2022	6/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A C	Social Service Professional Improper Sexual Conduct and Abuse Cyber Liability			2022-06730 2022-06730 ESL0039549576	10/30/2022 10/30/2022 10/30/2022	10/30/2023 10/30/2023 10/30/2023	Each Occ./Aggregate Each Occ./Aggregate Policy Aggregate	$1Mill/$2Mill $1Mill/$2Mill $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees are included as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) CG 20 26 attached. General Liability coverage is Primary & Non-contributory, per form NIAC-E61 attached.

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2022-06730

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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

Resolution No.: 22-233

Adopt a Resolution to:
a. Apply for and accept grant funds for the Transformative Climate Communities from the California Strategic Growth Council in the amount of $300,000 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Enter into, execute, and deliver all grant award documents subject to review and approval of the Office of the County Counsel as to form and legality

A RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS OF MONTEREY COUNTY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, THE STRATEGIC GROWTH COUNCIL PLANNING GRANT FOR TRANSFORMATIVE CLIMATE COMMUNITIES.

WHEREAS, on April 28, 2022, Strategic Growth Council issued a Grant Application Guide, under the Transformative Climate Communities program with funding of up to $300,000 per applicant; and

WHEREAS, the Transformative Climate Communities grant would provide funding for local jurisdictions to fund ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure; and

WHEREAS, the purposes of the Transformative Climate Communities grant is to ensure that climate action investments provide direct benefits to neighborhood residents through robust community engagement and workforce development; and

WHEREAS, the Strategic Growth Council requires that the Board of Supervisors adopt specific language to be considered for the grant funding; including certifying that the County understands the assurances and certifications within the application; certifying that the County's work is in line with, and works towards, State of California Planning Priorities; and

WHEREAS, ratifying the grant application submission is not an action subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations (CCR), Title 14, Chapter 3, Sections 15061 (b)(3) and 15378 (CEQA Guidelines) because funding of the grant does not commit the County to any specific project that may result in a potentially significant physical impact on the environment.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:
a. Apply for and accept grant funds for the Transformative Climate Communities from the California Strategic Growth Council in the amount of $300,000 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Enter into, execute, and deliver all grant award documents subject to review and approval of the Office of the County Counsel as to form and legality

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PASSED AND ADOPTED on this 21st day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 21, 2022.

Dated: June 24, 2022
File ID: 22-621
Agenda Item No.: 87

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 843E0347-4A17-4A54-906B-B14041B51B78

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-16178
a. Accept grant funds from the Transformative Climate Communities Grant Program grant award in the amount of $299,113 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Authorize the Auditor-Controller to amend the Fiscal Year 2022-23 County Administrative Office Adopted Budget 001-1050-CAO004-8054 to increase appropriations and estimated revenue by $299,113 funded by the augmentation of grant revenues from the State of California, Strategic Growth Council (4/5ths vote required).

PASSED AND ADOPTED on this 28th day of February 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 February 28, 2023.

Dated: March 3, 2023
File ID: 23-166
Agenda Item No.: 45

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

D: 0650-SGC23101

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23101	OPR-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Planning and Research, hereinafter referred to as "STATE" or "OPR"

CONTRACTOR NAME

Monterey County, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

$299,113.97 Two Hundred Ninety Nine Thousand, One Hundred Thirteen Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	16
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	Attachments	8
+ -	Exhibit D	Award Letter	1
+ -	Exhibit E	TCC Communications Kit	11
+ -	Exhibit F*	General Terms & Conditions GTC 04/2017 https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language	Online

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 W Alisal St	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
Nick Chiulos	ACAO

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

910D1286CA694A8...

DATE SIGNED

7/9/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23101	OPR-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Office of Planning and Research			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lynn von Koch-Liebert	Executive Director, SGC		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
DocuSigned by: Lynn Von Koch-Liebert 25456EA884A4...	7/10/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM Vol 1, 4.06		

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Exhibit A, Terms and Conditions

Sections

1. Transformative Climate Communities Planning Grant Program Background

   The Transformative Climate Communities Program ("TCC Program") is part of the state's Climate Budget (Senate Bill 170), which funds ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure. The purpose of the Planning Grant is to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the TCC Program's objectives. A FY 2021-22 budget appropriation from the General Fund supports Round 4 of TCC.

   The authorization for this Grant Agreement is the Transformative Climate Communities Program statute (Public Resources Code, Sections 75240 – 75245). The TCC Program is administered by the California Strategic Growth Council (SGC) in partnership with the California Department of Conservation (Department). The Grant Agreement will be executed between the Monterey County, a political subdivision of the State of California (hereinafter Grantee) and the Strategic Growth Council (SGC), but the Grantee will work with the Department during grant implementation.

   The SGC and Grantee are collectively referred to as "Parties." "Co-applicants" identified in the TCC application are referred to as "Partners," but are not parties to this Grant Agreement.

2. Incorporation
   The performance of this grant must be conducted in accordance with this Grant Agreement, and the TCC Guidelines.

3. Grant Term

   The SGC released the final TCC Program Guidelines for this Grant Agreement on February 24, 2022. In accordance with the Guidelines, Grantee applied and on October 27, 2022, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit D). This will be referred to as the "Project" throughout this Grant Agreement.

   All work must be completed within two (2) years of executing the Grant Agreement.

4. Authorized Signatories

   The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the SGC.

   Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

   Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized

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signatory, Grantee shall notify the TCC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Project Representatives

   The project representatives are the primary contacts for the Department, the SGC, and Grantee. The Department, the SGC, and Grantee must keep the Project Representatives Form (Attachment 2) up to date. Any changes to the Project Representatives by either Grantee, the SGC, or the Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the TCC Grant Manager as described in the Document Submission section.

6. Approval

   This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

7. Assignment

   This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the SGC in the form of an amendment.

8. Records Retention

   A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, key email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

   B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

9. Audit

   A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

   B. At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department

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of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal Grantee business hours, and to allow interviews of any employees who have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

10. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

11. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the SGC.

12. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5,). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

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13. Timeliness

    Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

14. Governing Law

    This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Unenforceable Provision

    If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

16. Compliance with Laws and Regulations

    By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

17. Subcontractors

    The SGC's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet (Exhibit B) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

    Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the SGC and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the SGC for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from the SGC's obligation to make payments to Grantee. As a result, the SGC shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

18. No Third-Party Beneficiaries

    This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

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19. Project Monitoring and Oversight

    Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

20. Dispute Resolution

    A. Invoice Disputes

        i. In the event of an invoice dispute, the TCC Grant Manager will notify Grantee in writing within fifteen (15) working days of receipt of the disputed invoice.

        ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.

        iii. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

    B. General Disputes

        i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the TCC Grant Manager.

        ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.

        iii. Each party shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

        iv. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

    C. Contesting a Dispute Decision

        i. If Grantee contests a decision made by the TCC Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

            - The Grant Agreement number
            - A complete description of the basis for the dispute
            - Legal authority or pertinent facts, supporting arguments and documentation
            - Action requested for resolution

        The "Notice of Dispute" shall be sent to the following address, with copies sent via email to the TCC Grant Manager contacts on the Project Representatives Form (Attachment 2):

        California Strategic Growth Council
        TCC Program
        Attn: TCC Program Manager

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1400 Tenth Street
Sacramento, CA 95814

ii. Within 30 days after receipt of the "Notice of Dispute," the SGC TCC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
- An explanation for the decision
- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

21. Termination

A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency(ies) prior to the early termination date.

22. Waiver of Rights

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
B. Grantee waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the SGC, its officers, agents, and employees.
C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

23. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
B. If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
   i. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:
      a. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
      b. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

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c. Motor vehicle liability with limits not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

ii. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.

C. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the TCC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

D. Grantee must notify the TCC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

E. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

24. Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement. The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

25. Publicity

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. TCC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the TCC Communications Kit provided by the SGC (Exhibit E). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your TCC Grant Manager.

A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about the SGC and TCC:

"The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to

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enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the California Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov."

B. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities program with funds from California's General Fund."

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging the SGC support is not practical, Grantee should instead include the official logo of the SGC, preceded by the words "Funded by."

26. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

i. The dangers of drug abuse in the workplace.

ii. The person's or organization's policy of maintaining a drug-free workplace.

iii. Any available counseling, rehabilitation, and employee assistance programs.

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:

i. Receive a copy of the Grantee's drug-free workplace policy statement.

ii. Agree to abide by the terms of the Grantee's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

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27. Americans with Disabilities Act

    Grantee assures the SGC that Grantee complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

28. Air/Water Pollution Violation Certification

    Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

29. Grantee Responsibilities

    The TCC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for:

    A. Using grant funds only as intended for the Project.

    B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Exhibit B), unless otherwise agreed to by all parties through the amendment process described in Modifications and Amendments sections below.

    C. Submitting invoices for reimbursement using the Invoice template (Attachment 4), including any supporting documents.

    D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

    E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

    F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

    G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in the Records Retention section and providing all required documents during an audit, as specified in the Audit section.

30. Reporting Requirements

    A. Grantee will submit quarterly progress reports to accompany quarterly invoices.

    B. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

        i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in the Dispute Resolution section.

        ii. Use the Final Report template (Attachment 3).

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iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).

iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

31. Payment

A. Except as may be allowed under Subsection B, Grantee will be paid on a reimbursement basis.

i. To receive reimbursement payments of grant funds, Grantee must submit an invoice.

ii. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet (Exhibit B).

iii. The SGC will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.

iv. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.

v. Invoices may be submitted by the Grantee quarterly.

vi. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

vii. For cost principles, see Cost Principles section.

B. Advance Pay

i. Through an Advance Pay Pilot Program, SGC is authorized to provide Grantees advance payments of TCC grant awards through July 1, 2025.[1] SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1(c)(2)(A) (as further described below). Any material changes to the request form must be reported to SGC in writing within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is subject to SGC's sole discretion.

ii. Grantees requesting advance payments under this subsection shall, in their written request, provide complete documentation of their eligibility for advance payments under Government Code section 11019.1(c)(2)(A), as follows:

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1. Confirm that SGC has approved Grantee's itemized budget, spending timeline, and work plan;
2. Identify the activities to be funded with any advance payment and provide support for the need for the advance payment, which may include but is not limited to, invoices, contracts, estimates, payroll records, and financial records;
3. Have no outstanding financial audit findings related to any of the moneys eligible for advance payment and be in good standing with the Franchise Tax Board and Internal Revenue Service;
4. Confirm compliance with all insurance terms of the grant agreement;
5. Confirm that all funds received as an advance payment will be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and Grantee shall report interest earned on the advance payment to SGC;
6. Describe procedures Grantee will use to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the Grantee. Further, Grantee shall demonstrate that any previously advanced funds have been spent down or a plan is in place to ensure spend down of those funds in a timely manner;
7. Confirm that Grantee shall provide progress reports on the spend down of advanced funds no less than on a quarterly basis; and
8. Confirm that Grantee shall provide progress reports following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information.

iii. Grantee shall provide money from advance payments to subrecipients in accordance with their grant program requirements. Grantee shall require all entities they subcontract with or award grant money to comply with (6), (7), and (8) of the eligibility requirements listed above. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the SGC for compliance with this paragraph and for any failures by subrecipients to perform contractual obligations or to comply with the requirements of this section.

iv. All unused funding and interest earned provided as an advance payment, but not spent down within the grant timeline, shall be returned to the state.

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32. Document Submission

A. When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the TCC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.

B. All email communication must contain the Grant Agreement number and Grantee's name in the subject line.

C. Grantee may submit invoices quarterly, in arrears, to the TCC Grant Manager. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the TCC Grant Manager. Include the Grant Agreement number and Grantee's name in the subject line. A request for payment shall consist of: A request for payment shall consist of:
   i. The Invoice (Attachment 4) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the SGC (Attachment 1), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
   ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Exhibit B).
   iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the SGC but should be retained by Grantee in the event of an audit (see Audit section).

33. Budget Contingency Clause

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SGC shall have the option to either cancel this Grant Agreement with no liability occurring to the SGC or offer an amendment to reflect the reduced amount.

34. Cost Principles

A. All costs to be reimbursed must be consistent with the Guidelines.

B. All costs to be reimbursed must be reasonable.

C. Indirect costs exceeding twelve percent (12%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.

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D. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet (Exhibit B).

35. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

A. The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.

B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Exhibit B) and are tied to tasks and deliverables in the Work Plan (Exhibit B).

D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

36. Modifications

Modifications are minor changes to the Work Plan and Budget as defined below. They require a formal, written request be submitted to and approved by the TCC Grant Manager.

A. Grantee must keep the Work Plan and Budget Detail Worksheet (Exhibit B) up to date.

B. Changes of up to twenty percent (20%) between tasks shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.

C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.

D. Material changes to the Work Plan and Budget or Grant Term shall follow the amendment process, described below.

37. Amendments

Amendments are substantive changes to the Work Plan or Budget. They require the completion and approval of a formal written request in advance of the desired change, as detailed in this section.

A. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

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B. Any change to this Grant Agreement requires an amendment, with the exception of the modifications detailed above. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:
    i. Budget changes of more than twenty percent (20%) between tasks
    ii. Elimination or alteration of tasks or deliverables
    iii. Elimination or change in Partners
    iv. Grant term
    v. Other substantive change requests not listed

C. Except as otherwise specified, Grantee must request and obtain prior written approval by TCC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.

D. Request for amendments must:
    i. Be submitted in writing and signed by the Authorized Signatory or designee on file with the SGC.
    ii. Be submitted to the TCC Grant Manager at least two (2) months prior to when the amendment is needed.
    iii. Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
    iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

E. The TCC Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

F. The TCC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

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Exhibit B, Work Plan and Budget

TCC Planning Grant Work Plan

Project Name: Climate Prosperity for Pajaro Valley

This planning grant will facilitate the formation of a cross-sector climate community coalition (CCC) and co-designed development plan for Monterey County's unincorporated Pajaro neighborhood, bordering downtown Watsonville. The project focus will be co-designed through community engagement, and will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health. To support implementation, partners will identify potential resource needs (ex: funding) and conduct planning, permitting assessments. The grant will be implemented by Regeneración Pajaro Valley and administered by the Monterey County. The CCC will work with the County, the City of Watsonville, and the Association of Monterey Bay Area Governments (AMBAG) to coordinate with local climate planning efforts.

High Level Activities	**Performance Measures [Any appropriate deliverables, metrics, milestones]**	**Timeline [Start and End Date]**
TASK 1: *Community Engagement and Organization*		
Subtask A: Finalize Memorandum of Agreement (MOA) with the City of Watsonville to collaborate on climate resilience planning in the Pajaro Valley	A: Finalized Memorandum of Agreement between the Monterey County and the City of Watsonville	June – August 2023
Subtask B: Identify and connect with existing community workgroups to increase collaboration opportunities	B: Summary of key partnerships and activities	June - November 2023
Subtask C: Nominate and select six to eight (6-8) cross-sector CBOs and two (2) Community Climate Leaders to form Community Climate Coalition (CCC) to conduct community engagement and co-design implementation strategies and potential projects	C: 1) Outreach materials 2) Climate leader selection rubric 3) Summary of CCC selections	June - November 2023
Subtask D: Design community outreach strategies and efforts to receive input and feedback on potential projects	D: 1) List of target audiences 2) Summary of outreach strategies (website, flyers, etc.)	August – December 2023
Subtask E: Hold regular CCC meetings to: (1) develop common vision, goals, values and priorities for climate adaptation/mitigation, (2) build understanding of current community plans and efforts, and (3) co-create and adopt a CCC partnership agreement.	E: 1) Community vision document 2) CCC Partnership Agreement 3) For CCC Meetings: a. Meeting Summary (date/time/location, number of	August 2023 – March 2025

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	attendees, summary of outcomes) b. Final Meeting Materials (presentations, handouts) c. Publicity Materials (announcements, photos from key events)	
TASK 2: Identify and Co-Design Priority Projects		
Subtask A: Build capacity and historical knowledge of local efforts and plans to address climate change and its intersectional impacts	A: 1) Summary of coordination with local jurisdictions 2) Community climate coalition meeting materials (see Task 1D.3 above)	September – Project Completion Period
Subtask B: Conduct informational interviews with local decision makers and community residents	B: 1) Report of informational interviews conducted (interview questionnaire, interviewees, dates/times) 2) Summary of findings regarding: a. Relevant policies, legal processes, and constraints b. Community needs, priorities, challenges, and opportunities	September 2023 - March 2024
Subtask C: Co-design and prioritize three to five (3-5) priority projects aligned with regional climate and development plans	C: 1) List of agreed priorities and focus areas 2) Co-designed scoring rubric for potential projects 3) List of proposed and selected projects	January – June 2024
TASK 3: Prepare for Implementation and Future Funding		
Subtask A: Refine and implement community outreach to incorporate input into final project recommendations	A: 1) Dissemination of outreach plan including various methods for input (meetings, surveys/forms, emails, voicemails, etc.) 2) Summary of synthesized community input 3) Final project recommendations	April 2024 – March 2025

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Subtask B: Determine needs and implementation strategies for selected projects	B: 1) List of needs for selected projects, including design, CEQA, permitting, etc. 2) Draft implementation strategies for selected projects and identified needs	April – November 2024
Subtask C: Identify project implementation resources	C: Summary report of collaboration with key community stakeholders to develop regional project support and prepare for implementation	October 2024 - June 2025
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections.		

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TCC Planning Grant Budget Detail Worksheet

Project Name:

High Level Activities	Budget Total
TASK 1: Community Engagement and Organization	**$101,271.32**
TASK 2: Identify and Co-Design Priority Projects	**$97,071.32**
TASK 3: Prepare for Implementation and Future Funding	**$100,771.32**
	$299,113.97
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections.	

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Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Nick Chiulos _____ **Title:** ACAO _____
(Type or Print Name)

Signature: DocuSigned by: _____ **Date:** 3/10/2023 | 1:14 PM PST _____
910D1286CA694A8...

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

---

2. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other ___

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Attachment 2: Project Representatives Form

Department

Name	Title	Phone Number	Email
Brendan Pipkin	TCC Grant Manager	(916)858-9750	brendan.pipkin@conservation.ca.gov

SGC

Name	Title	Phone Number	Email
Jennifer Kim	Program Analyst		jennifer.kim@sgc.ca.gov

Grantee

Name	Title	Phone Number	Email
Cora Panturad	Sustainable Infrastructure Analyst	(831)755-5338	panturadc@co.monterey.ca.us
Nick Chiulos	Assistant County Administrative Officer	(831) 755-5145	chiulosn@co.monterey.ca.us

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Attachment 3: Final Report

Transformative Climate Communities Program Final Report	**Round 4**
Grantee:	Grant Number:
Project Name:	

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
    a. How they will further your organization's sustainability goals and strategies.
    b. How they will advance the State's planning priorities and TCC Program objectives.
    c. How the work completed under this grant will assist in applying for future funding that aligns with the TCC Program's objectives. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how TCC staff can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the TCC Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is

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allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: _____ **Title:** _____ *(Type or Print Name)*

Signature: _____ **Date:** _____

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Attachment 4: Invoice and Progress Report Template

[TO BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES
PLANNING GRANT INVOICE

	Invoice Number:	
Grantee Name:	Grant Number:	
Project Name:		
Invoice Quarter:	[START DATE]	[END DATE]

Invoice Summary:

Task	Grant Funds Spent	
Task 1:	$-	
Task 2:	$-	
Task 3:	$-	
Task 4:	$-	
SUBTOTAL for this Quarter	$-	
Less 5% Retention	$-	
Current Invoice Total	$-	
Advance Pay Deduction	$-	
Total Reimbursement Requested	$-	
Total Budget		$-
Total Invoiced to Date		$-
Amount Remaining		$-

Advance Pay Summary	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

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Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	$-	
2			
	Subtotal	$-	
3			
	Subtotal	$-	
4			
	Subtotal	$-	
Travel			
	Subtotal	$-	
Equipment			
	Subtotal	$-	
Indirect			

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	Subtotal	$-	
	SUBTOTAL FOR THIS QUARTER	**$-**	

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Progress Report: [TO BE PRINTED ON GRANTEE LETTERHEAD]

Grantee Name:		Grant Number:	
Project Name:			
Invoice Number:	Invoice Period:	(Start Date)	(End Date)

Work Plan Task #	**Description of Work Performed**
Task [#]	*Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using **bold** text to denote the deliverable submitted. Please also note any key events or milestones in the upcoming period.*

CERTIFICATION: By my signature below, I certify that I have full authority to execute this progress report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this progress report, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

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Exhibit D, Award Letter

[Insert award letter here.]

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California Strategic Growth Council

October 31, 2022

Ashley Paulsworth, Sustainability Manager
County of Monterey
168 W. Alisal St.
Salinas, CA 93901
paulsworthal@co.monterey.ca.us

RE: Award Notification – Transformative Climate Communities (TCC) Program, Round 4, Planning Grant Award, County of Monterey, "*Climate Prosperity for Pajaro Valley*"

Dear Ashley Paulsworth and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Transformative Climate Communities planning award of $299,113.97 to the County of Monterey for "*Climate Prosperity for Pajaro Valley*" at its October 27, 2022, meeting. Previously funded by California's Cap-and-Trade Program, Round 4 of TCC is funded by a FY 2021-2022 budget appropriation from the General Fund. This program funding empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. SGC is committed to support community-led transformation and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. TCC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for planning activities. This process will involve addressing any outstanding issues identified by TCC staff, reviewers, and the interagency review panel, as well as finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with TCC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) months after the Council makes awards. Our partnering agency, the Department of Conservation (DOC), will lead the PAC process.

Following execution of the grant agreement, grant funds will be disbursed on a quarterly basis for eligible direct and indirect costs. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. TCC has also been authorized for an Advance Pay Pilot program (AB 156) and will follow up on the terms for accessing advance pay once approved by Council. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution, with the exception of limited PAC costs for staff and materials in accordance with forthcoming guidance.

We look forward to our partnership in the coming years. If you have any questions, please contact Sophie Young, TCC Program Manager, at sophie.young@sgc.ca.gov.

Sincerely,

Lynn M. von Koch-Liebert

Lynn von Koch-Liebert
Executive Director
California Strategic Growth Council

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Exhibit E, TCC Communications Kit

[Insert TCC Communications Kit here.]

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Communications Kit

Transformative Climate Communities Program Grantee

CALIFORNIA STRATEGIC GROWTH COUNCIL

WELCOME TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL GRANTEE COMMUNITY!

Our team believes everyone deserves to hear about the important work you're doing to put California cap-and-trade dollars to work through your Transformative Climate Communities Program (TCC) award. This Communications Kit provides you with tips and recommendations to help you spread the word far and wide, as well as information to ensure that you are well-equipped to comply with our publicity and communications requirements for all TCC grantees.

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Dear Transformative Climate Communities Grantee,

Congratulations on your Transformative Climate Communities Program (TCC) award. All of your hard work has paid off! We look forward to working closely with you to achieve major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the communications and external affairs team at California Strategic Growth Council (SGC) has prepared this Communications Kit. As you plan communications and events related to your TCC award, please use this kit, which includes both 1) a set of communications and branding guidelines we require TCC grantees to follow, and 2) an array of resources and best practices that can help you streamline and enhance your communications efforts across traditional and digital media channels.

We hope this kit serves as a resource for your current project and provides you with tools that can help you harness and strengthen your continuing relationship with SGC. We're here, along with the Department of Conservation, as resources for you and your work.

If you are planning an event or announcement, need sample materials, or need assistance or advice, please contact SGC's Deputy Director of Communications and External Affairs,Emily Breslin, at emily.breslin@opr.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help achieve major environmental, health, and equity impacts in your community. We look forward to partnering with you!

Best,

The California Strategic Growth Council Team

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Publicity Requirements & Guidelines for TCC Grantees

SGC requires TCC grantees to acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and other media-related and public-out-reach products related to the TCC grant.

When using SGC's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

LONG-FORM MATERIALS

Long-form written materials, such as reports, must include the following standard language about SGC, TCC, and DOC::

> *TThe California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC) empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. Administered in partnership with the California Department of Conservation, TCC funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit sgc.ca.gov/programs/tcc/*

PRESS RELEASES, FLYERS, AND VISUAL MATERIALS

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include the following language:

LONG VERSION:

> *"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities Program strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."*

SHORT VERSION:

> *"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities Program."*

MOSTLY VISUAL:

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging SGC support is not practical, grantees should instead include the official logos of SGC and DOC preceded by the words "Supported by."

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SIGNAGE

Grantees must post signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size conveying the following message:

> *[PROJECT NAME]*
>
> *THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM*
>
> *TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM*
>
> *THROUGH THE CALIFORNIA STRATEGIC GROWTH COUNCIL*

The sign should also include the SGC and DOC logos. Please refer to the "Publicity" section of the TCC Grant Agreement for specific, additional guidelines about signage.

MEDIA INQUIRIES

TCC Grantees must identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. Grantees must also distribute a press release after grant decisions are made at SGC's Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by SGC's Chief External Affairs Officer prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

COMMUNICATIONS MATERIALS & PHOTOS

TCC grant recipients must prepare one or more two-to-four-page documents that provide a summary of the grant components and tell the story of the project development process and/or implementation. All such materials must be approved by SGC's Chief Communications Officer prior to distribution. SGC may display such materials on its website.

In addition, SGC requires TCC grantees to share between 8–24 high-resolution, color photos with SGC during the project period. These photos should include pictures of both people and the project. SGC reserves the right to use these photos across any and all of its communications platforms.

SOCIAL MEDIA

SGC encourages TCC grantees to use social media to share the process of creating and developing a TCC pro-posal as well as stages of the project's implementation. Grantees must tag @CalSGCand @CalConservation in all Tweets related to the TCC grant; tag California Strategic Growth Council and California Department of Conservation on LinkedIn; on Facebook and other platforms, please mention California Strategic Growth Council and California Department of Conservation.

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Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages ____-____ of this kit.

CREATE A WEBSITE

One of the best ways to share the latest information about the progress of your TCC project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the TCC program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

PRESS RELEASES & MEDIA ADVISORIES

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

PRESS RELEASE

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of affordable units, total emissions reductions), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and SGC's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

MEDIA ADVISORY

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention – as well as what photo opportunities will be available at the event.

SOCIAL MEDIA

Numerous social media platforms support digital story-telling and promotion. Use your existing platforms to talk about your TCC project. We also encourage you to follow SGC on Twitter and LinkedIn so we can watch for and share your updates about your TCC project. Please see our social media section of this kit for more details.

BLOG POST

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your TCC project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

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NEWSLETTER

If you or any of your TCC partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce TCC milestones through their newsletters or listservs as well. Please contact us at SGC so we can share your important TCC milestones through our newsletter as well!

OP-ED OR LETTER TO THE EDITOR

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new TCC award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using TCC's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

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Events and Engagement

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your TCC project.

HOLD A PROJECT AREA TOUR AND RIBBON CUTTING CEREMONY

Invite project partners, elected officials, funders, and other stakeholders to speak at the event. SGC staff members and Council members try to be available to participate in these events. Invite local media to attend the event (see "Media Advisory" on page ____) and provide enough information that they'll be excited to cover it.

Do a press conference right before the ribbon cutting. Plan the message you want attendees to take away from the event, so you can craft speakers' dialogue around it. Generally, you want to agree in advance with your speakers about what angles they'll cover – that way, you can be sure all the important points get attention without too much repetition. Let speakers know how much time they have for their comments – typically 4-5 speakers giving comments for about 2 minutes each is plenty for a press conference. Leave time for questions at the end. You'll need a master of ceremonies who introduces each speaker, facilitates the Q&A, and keeps the program on-track. And an audio amplification system – a microphone and a speaker – is usually important, unless you are in a very quiet space.

Give yourself plenty of time to secure the location, publicize the event, invite press, gather equipment and any visual materials, and ensure spokespeople are fully prepared.

HOST COMMUNITY EVENTS

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your TCC award and get more people involved in the planning and implementation process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

REMEMBER

The SGC team is here to help! We love to work with grantees to brainstorm communication strategies. We can provide quotes from SGC leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact SGC's Deputy Director of Communications and External Affairs, Emily Breslin, for support: emily.breslin@opr.ca.gov.



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Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your TCC project to potentially large audiences.

FOLLOW US

The California Strategic Growth Council (@CalSGC) and the Department of Conservation (@CalConservation) post frequently on Twitter about the State's efforts to improve our environment and communities. SGC and DOC are also active on LinkedIn. We encourage you and your TCC partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about TCC, or about anything else relevant or interesting to you, please 'like' and retweet us – sometimes it can even save you the trouble of crafting your own tweet.

TAG US

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

TAG YOUR PARTNERS

Remember to include co-applicants and other key stakeholders and champions in social media posts about your TCC award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

USE HASHTAGS

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #TransformativeClimateCommunities, #transit, #equity and #climatechange.

TAKE PICTURES

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the TCC process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

SHORTEN THE MESSAGE

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

AMPLIFY THE VOICES OF COMMUNITY MEMBERS

Reach out to partners and community members for their videos, quotes, and pictures that share how your TCC project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate TCC's impact.

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POST OFTEN

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

MORE SOCIAL MEDIA TIPS

- Encourage audience engagement by posting questions.
- Use URL shortening tools from sites like bitly.com and tinyurl.com.
- Don't be afraid to use emojis.
- Encourage your colleagues and TCC partners to participate in social media conversations.
- Be visual! Use infographics instead of text when possible.
- Observe copyright laws.







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Photo Tips

Consider pointers in this section when using photography to tell your project's story.

QUALITY

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation – use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

EVERYONE'S A PHOTOGRAPHER

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

DON'T HAVE A GREAT PHOTO?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

CONTENT

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

REMEMBER

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!





STAY IN TOUCH!

Feel free to contact SGC's Deputy Director of Communications and External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at emily.breslin@opr.ca.gov .

SGC'S NEWSLETTER AND TCC LISTSERV

bit.ly/2CTvCyB

Follow us on social media and check our website regularly for new announcements and updates!

TWITTER

twitter.com/CalSGC

LINKEDIN

linkedin.com/company/strategic-growth-council/

WEBSITE

sgc.ca.gov

Docusign Envelope ID: 51D14057-FC48-43DA-8AC4-A9368F8EACD2

RENEWAL AND AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Community Initiatives

THIS AMENDMENT is made to the STANDARD AGREEMENT for the formation of a climate community coalition and co-design of a development plan for the Pajaro Community by and between **Community Initiatives,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the term of July 1, 2023 to June 30, 2025;

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and,

WHEREAS, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT, extending the term for an additional 18- month period, with an effective date retroactive to June 30, 2025 through December 31, 2026.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from July 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from July 1, 2023 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT 1 shall be attached to the original AGREEMENT respectively.

This space left blank intentionally

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Deputy Auditor/Controller

Dated: 3/6/2026 | 8:06 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:
Michael Whilden
2C6F38174D4940D...

County Counsel

Dated: 3/5/2026 | 4:35 PM PST

CONTRACTOR

By: Signed by:
Kafi Blumenfield
A94F4A71313F45A...

Signature of Chair, President, or Vice-President

Kafi Blumenfield, Interim CEO

Printed Name and Title

Dated: 3/5/2026

By: DocuSigned by:
Mamie Funahashi
A70E81C8AAA54FD...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mamie Funahashi, CFO

Printed Name and Title

Dated: 3/4/2026

*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.

County of Monterey

Board Report

Legistar File Number: 26-133

Item No.56

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

March 10, 2026

Introduced: 2/12/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve and authorize the Registrar of Voters to execute all necessary documents required to be awarded the Help America Vote Act (HAVA) federal election security funds, including but not limited to, executing Agreement 25G27127 with the Secretary of State's office to claim grant reimbursement through December 31, 2026, with the total amount not to exceed $8,325 for election security; and
b. Authorize the Registrar of Voters to execute future amendments to Agreement 25G27127.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the Registrar of Voters to execute all necessary documents required to be awarded the Help America Vote Act (HAVA) federal election security funds, including but not limited to, executing Agreement 25G27127 with the Secretary of State's office to claim grant reimbursement through December 31, 2026, with the total amount not to exceed $8,325 for election security; and
b. Authorize the Registrar of Voters to execute future amendments to Agreement 25G27127.

SUMMARY:
The Elections Department has been awarded a HAVA federal election security grant to enhance election technology and strengthen overall election security.

DISCUSSION:
Under this Agreement, the Department may request reimbursement for eligible expenses incurred between July 1, 2026 through December 31, 2026, for a total amount of $8,325. Reimbursable costs include cybersecurity improvements, physical security upgrades and training for election staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The requested Agreement has been reviewed and approved by County Counsel as to form.

FINANCING:
There will be no cost to the County General Fund associated with this recommendation. The Department plans to incorporate grant related expenditures and offsetting reimbursement revenues into FY 2026-2027 of $8,325.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Exhibit A - Agreement 25G27127

County of Monterey

Board Report

Legistar File Number: 26-133

Item No.55

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

March 10, 2026

Introduced: 2/12/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

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RECOMMENDATION:
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a. Approve and authorize the Registrar of Voters to execute all necessary documents required to be awarded the Help America Vote Act (HAVA) federal election security funds, including but not limited to, executing Agreement 25G27127 with the Secretary of State's office to claim grant reimbursement through December 31, 2026, with the total amount not to exceed $8,325 for election security; and
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SUMMARY:
The Elections Department has been awarded a HAVA federal election security grant to enhance election technology and strengthen overall election security.

DISCUSSION:
Under this Agreement, the Department may request reimbursement for eligible expenses incurred between July 1, 2026 through December 31, 2026, for a total amount of $8,325. Reimbursable costs include cybersecurity improvements, physical security upgrades and training for election staff.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The requested Agreement has been reviewed and approved by County Counsel as to form.

FINANCING:
There will be no cost to the County General Fund associated with this recommendation. The Department plans to incorporate grant related expenditures and offsetting reimbursement revenues into FY 2026-2027 of $8,325.

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This recommended action promotes an organization that practices efficient and effective resource management in the delivery of services that is in line with the Board's strategic plan goals.

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____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Exhibit A - Agreement 25G27127

D: 0890-25G27127

Exhibit A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25G27127	SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Monterey County

2. The term of this Agreement is:

START DATE
July 01, 2025 or upon approval, whichever is later

THROUGH END DATE
December 31, 2026

3. The maximum amount of this Agreement is:
$8,324.38; Eight Thousand Three Hundred Twenty-Four Dollars and Thirty-Eight Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	4
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit C*	General Terms and Conditions (GTC 02/2025)	*
+ -	Exhibit D	Special Terms and Conditions	4
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Monterey County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 4400	Salinas	CA	93912

PRINTED NAME OF PERSON SIGNING	TITLE
Gina Martinez	ROV

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25G27127	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1. 4.04.A.2		

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EXHIBIT A
SCOPE OF WORK

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Monterey with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. CONTRACT CONTACTS

1. The program representatives during the term of Agreement will be:

   County: Gina Martinez; (831) 796-1480

   SOS: Antwanette Wiley; (916) 224-0955; Email: HAVAinvoices@sos.ca.gov

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity**: Activities related to the improvement and enhancement of county cybersecurity, which includes:
   - Penetration testing and any associated remediation
   - Red team exercises and any associated remediation or mitigation
   - End point detection
   - Multi-factor authentication for all devices including
     - Mobile Device Management
     - Mobile Threat Defense
   - Segregating election information technology
   - Enhancements for network security including
     - Network Threat Detection
     - Network Threat Protection
     - Network Access Control
       - Identification of public facing vulnerabilities and

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EXHIBIT A
SCOPE OF WORK

configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
    - Application Security
    - Application Whitelisting
        - Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include:
    - Application Development Security
    - Software Supply Chain Management
    - Identity Lifecycle Management
    - Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
    - Security Continuous Monitoring 24x7
    - Cloud Security Monitoring
    - Insider Threat Detection
    - Log Management
    - Threat Intelligence Platform
    - Application Security
    - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

2. **Physical Security**: Activities related to the improvement and enhancement of county physical security which includes:
    - Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations:
        - Crisis response kit
        - First aid supplies
        - Panic alarms
        - Intrusion detection systems
        - Restricted access controls
        - Security cameras or other surveillance equipment

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EXHIBIT A
SCOPE OF WORK

- Emergency generator
  - Physically securing servers hosting county voter registration, election information systems, and voting technology
  - Securing storage or offsite locations used for election equipment and supplies
    - Additional services that improve security

3. **Security and Privacy Awareness Training**: Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff encompasses essential knowledge and skills that help maintain the security and integrity of elections, including:
   - User awareness training
   - Phishing training
   - Social engineering training
   - Combatting mis/dis/mal information
   - De-escalation and conflict resolution
   - Emergency drills
   - Tabletop exercises

4. **Incident Response**: Costs related to responding to an election security incident, including:
   - Staff time or consulting services for incident response plan drafting and preparation
   - Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

5. **Items presumed <u>not</u> to be reimbursable:**

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).

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EXHIBIT A
SCOPE OF WORK

5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (https://www.cisa.gov/news-events/news/cyber-hygiene-web- application-scanning).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State, a local, state, or federal partner.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed an end point protection and is kept up to date (https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint- detection-and-response-edr).
9. Adopted a .gov Top-Level Domain or are currently in the transition process (https://get.gov/registration/) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

Hard copies, though not required, may be sent to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

C. Counties will be reimbursed as specified in Exhibit A – Scope of Work, Section C, Appropriate Uses of HAVA Funds

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. Federal Funds

   A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

   B. This contract is valid and enforceable only if the United State Government for fiscal year 2025-26 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

   C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

   D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Failure To Properly Claim Maximum Amount of HAVA Funds
   Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures

5. Basis of Claims
   Subject to the provisions of Exhibit B, Section 7, below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditure authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

6. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work'; the dollar amount associated with each activity or services for which funds are being sought.

B. Include the total amount of the claim;

C. Include the agreement number on the face sheet;

D. Identify whether additional claims are expected to be submitted;

E. Include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget.

F. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

G. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

H. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this.

7. Application of 2CFR 200

2CFR – Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and 2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program.

8. Retroactive Payments

Counties may claim reimbursement for eligible expenses and activities, as permitted under the terms of this agreement, as follows:

Fund Name	Dollar Amount	Retroactive Claim Dates
General Fund	$7,324.38	July 1, 2025 to December 31, 2026
Federal Fund	$1,000.00	July 1, 2025 to December 31, 2026
Total	$8,324.38	

9. Payments of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

10. Deadline for Submitting Claims

The deadline for submitting claims under this program is three (3) months after the end of the "Retroactive Claim Date":

Retroactive Claim Dates	Deadline for Submitting Claims
July 1, 2025, to December 31, 2026	March 31, 2027
July 1, 2023, to June 30, 2026	September 30, 2026

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

11. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

12. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

13. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included in the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GTC

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.401. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at OMB/circulars/a133_compliance/

4. County shall maintain records in a manner that:
   - Accurately reflects fiscal transactions with necessary controls and safeguards;
   - Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
   - Provides accounting data so the costs can readily be determined throughout Agreement period.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E, Section 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at https://osc.gov/Services/pages/hatchact.aspx;

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within thirty (30) days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within ninety (90) days of the date on which this contract is made available shall constitute an express desire to forego funds;

7. Funds not claimed by County within ninety (90) days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

    Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov. (formerly at www.epls.gov).).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

EXHIBIT E
ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal- compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal- compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner

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EXHIBIT E
ADDITIONAL PROVISIONS

and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

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EXHIBIT E
ADDITIONAL PROVISIONS

11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

    If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A, Section B.

12. Executive Order N-6-22-Russia Sanctions
    On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Docusign Envelope ID: E50D4633-F524-4983-94B2-84F01E8FC104

Exhibit G
HAVA Activity Reports

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

HAVA ACTIVITY HOURS																															PROGRAM TIME REPORTING		
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	**DELIVERABLE NAME**	**ORG**	HOURS
1																																	(Taken from proposal and contract)		0.00
2																																			0.00
3																																			0.00
4																																			0.00
5																																			0.00
6																																			0.00
7																																			0.00
8																																			0.00
9																																			0.00
10																																			0.00
11																																			0.00
12																																			0.00
13																																			0.00
14																																			0.00
15																																			0.00
16																																			0.00
17																																			0.00
18																																			0.00
19																																		MONTHLY TOTAL		0.00

SIGNATURE OF CONTRACTOR	DATE			

Introduced: 2/18/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Consider adopting a resolution to:
a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000 funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000 to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Consider adopting a resolution to:
a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000, funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000, to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

SUMMARY:
ITD has several capital projects that were in process as of FY 2024-25 that have continued into FY 2025-26. This request is to move the funds out of the ITD Assignment Fund into ITD's Capital Project Fund to allow for continuance of these capital projects. Transfer of funds from the ITD Assignment Fund to the ITD Capital Projects Fund is required to support these project expenditures.

DISCUSSION:
Current approved FY 2025-26 budget did not include any funding for these projects. At the close of FY 2024-25 ITD had a surplus of funds that CAO has moved into the ITD Assignment Fund which is set up for ITD's projects. The current balance in the ITD Assignment Fund is $3,132,889. The planned expenditures for this request are $470,000 for Countywide Network end of life replacement,

$365,000 for Communication Site power and HVAC upgrades, and $265,000 for ITD Data Center end of life equipment replacement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Administrative Office has reviewed and concurs with this request.

FINANCING:
Funding will be sourced from the ITD Assignment Fund Balance (Fund 001, BSA 3124).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Board's approval of the recommended Resolution will address the ITD Data Center, County Network, and Communication site power requirements throughout the County that address infrastructure needs for County and public safety needs.

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

Prepared by: Kathryn Wells, Finance Manager II, 796-1490

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Resolution

Introduced: 2/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Consider adopting a resolution to:
a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000, funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000, to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:

Consider adopting a resolution to:
a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000, funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000, to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

SUMMARY:
ITD has several capital projects that were in process as of FY 2024-25 that have continued into FY 2025-26. This request is to move the funds out of the ITD Assignment Fund into ITD's Capital Project Fund to allow for continuance of these capital projects. Transfer of funds from the ITD Assignment Fund to the ITD Capital Projects Fund is required to support these project expenditures.

DISCUSSION:
Current approved FY 2025-26 budget did not include any funding for these projects. At the close of FY 2024-25 ITD had a surplus of funds that CAO has moved into the ITD Assignment Fund which is set up for ITD's projects. The current balance in the ITD Assignment Fund is $3,132,889. The planned expenditures for this request are $470,000 for Countywide Network end of life replacement, $365,000 for Communication Site power and HVAC upgrades, and $265,000 for ITD Data Center

end of life equipment replacement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Administrative Office has reviewed and concurs with this request.

FINANCING:
Funding will be sourced from the ITD Assignment Fund Balance (Fund 001, BSA 3124).

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Board's approval of the recommended Resolution will address the ITD Data Center, County Network, and Communication site power requirements throughout the County that address infrastructure needs for County and public safety needs.

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

Prepared by: Kathryn Wells, Finance Manager II, 796-1490

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Resolution

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

Resolution No. 23 -_____

Resolution of the Monterey County Board of Supervisors to:

a. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD), Department 1930, Fund 404, Appropriation INF006, Unit 8595 by $1,100,000, funded by an interfund transfer from the ITD Assignment Fund Balance (Fund 001, BSA 3124), for funding ITD CIP projects (4/5ths vote required); and
b. Authorize and direct the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000, to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

WHEREAS, The Information Technology Department (ITD) has capital projects that require multi-year upgrades that will upgrade and replace end-of-life equipment for the County's Network, Communication sites, and ITD Data Center that stores all County data;

WHEREAS, The Chief Information Officer recommends the approval of this Resolution for these project upgrades;

WHEREAS, Any required funding will utilize resources from Fund 001, BSA 3124 ITD Assignment Fund, which has a current available balance of $3,132,889;

NOW THEREFORE BE IT RESOLVED, the Monterey County Board of Supervisors does hereby:

a. Adopt a resolution authorizing and directing the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF006, Unit 8595, by $1,100,000, where the funding source is ITD Assignment Fund (Fund 001, BSA 3124), for funding ITD capital projects (4/5ths vote required): and
b. Adopt a resolution authorizing and directing the Auditor-Controller to amend the FY 2025-26 Adopted Budget to increase appropriations in the County Administrative Office (CAO), Department 1050, Fund 001, Appropriation CAO017, Unit 8038 by $1,100,000, to facilitate an interfund transfer from the ITD Assignment Fund (Fund 001, BSA 3124) (4/5ths vote required).

PASSED AND ADOPTED upon motion of Supervisor_____, seconded by Supervisor_____, and carried this 10th day March, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 2/20/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a Approve and Authorize the Chief Information Officer (CIO) to submit a State and Local Cybersecurity Grant application to California Office of Emergency Services for the provision of funding to offset the costs associated with improving cybersecurity posture; and
b. Authorize the CIO to sign the necessary documents to accept the funding if awarded.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a Approve and Authorize the Chief Information Officer (CIO) to submit a State and Local Cybersecurity Grant application to California Office of Emergency Services for the provision of funding to offset the costs associated with improving cybersecurity posture; and
b. Authorize the CIO to sign the necessary documents to accept the funding if awarded.

SUMMARY/DISCUSSION:
The Cal Office of Emergency Services State and Local Cybersecurity Grant Program is a federally funded program administered by California Office of Emergency Services that supports eligible local governments in strengthening cybersecurity resilience through planning, assessment, mitigation, and workforce development. Cyber threats targeting local governments continue to increase in frequency and sophistication, posing significant risks to County operations, sensitive data, and the continuity of critical public services. Cybersecurity planning, assessment, implementation, and incident response capabilities are essential for the county as stewards of confidential data supporting the programs across the county. The proposed grant, if awarded, will offset the costs associated with the implementation of a data classification and data loss prevention solution that will further tighten the county's cybersecurity posture and reduce cyber risk. If the County is selected for funding, any required agreements, matching commitments or procurement actions requiring Board approval will be brought forward for consideration and approval.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel and the budget office have reviewed and approved this recommended action

FINANCING:
Grant funds would be expended in accordance with program requirements and subject to reimbursement based on allowable costs that include at 30% match requirement by the county. Any ongoing operational or maintenance costs associated with implemented solutions would be evaluated and addressed through future budget processes to ensure long-term fiscal sustainability.

____ 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: Sarah House, IT Manager, 759-6992

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Introduced: 2/20/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a Approve and Authorize the Chief Information Officer (CIO) to submit a State and Local Cybersecurity Grant application to California Office of Emergency Services for the provision of funding to offset the costs associated with improving cybersecurity posture; and
b. Authorize the CIO to sign the necessary documents to accept the funding if awarded.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a Approve and Authorize the Chief Information Officer (CIO) to submit a State and Local Cybersecurity Grant application to California Office of Emergency Services for the provision of funding to offset the costs associated with improving cybersecurity posture; and
b. Authorize the CIO to sign the necessary documents to accept the funding if awarded.

SUMMARY/DISCUSSION:
The Cal Office of Emergency Services State and Local Cybersecurity Grant Program is a federally funded program administered by California Office of Emergency Services that supports eligible local governments in strengthening cybersecurity resilience through planning, assessment, mitigation, and workforce development. Cyber threats targeting local governments continue to increase in frequency and sophistication, posing significant risks to County operations, sensitive data, and the continuity of critical public services. Cybersecurity planning, assessment, implementation, and incident response capabilities are essential for the county as stewards of confidential data supporting the programs across the county. The proposed grant, if awarded, will offset the costs associated with the implementation of a data classification and data loss prevention solution that will further tighten the county's cybersecurity posture and reduce cyber risk. If the County is selected for funding, any required agreements, matching commitments or procurement actions requiring Board approval will be brought forward for consideration and approval.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel and the budget office have reviewed and approved this recommended action

FINANCING:
Grant funds would be expended in accordance with program requirements and subject to reimbursement based on allowable costs that include at 30% match requirement by the county. Any ongoing operational or maintenance costs associated with implemented solutions would be evaluated and addressed through future budget processes to ensure long-term fiscal sustainability.

____ Well-Being and Quality of Life
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____ Safe and Resilient Communities
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____ Dynamic Organization and Employer of Choice

Prepared by: Sarah House, IT Manager, 759-6992

Approved by: Eric A. Chatham, Chief Information Office, 759-6920

Introduced: 2/23/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000, financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

SUMMARY/DISCUSSION:
This item originally was approved by the Board on January 27, 2026, but did not contain the specific language required by the Auditor Controller's office. Therefore, County Counsel has brought back the matter for approval with the language specifically requested by the Auditor's office.

The County Counsel Office 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 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. 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. An augmentation request was denied thus the Civil Grand Jury unit needs the $15,000 fund transfer to cover the budget for FY2025-26.

The County Counsel Office 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. A $10,000 fund transfer will help cover the budget 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 [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

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

Prepared by: Erica Leal, Finance Manager

Approved by: Susan K. Blitch, County Counsel

Attachments: Attachment A-Resolution

Introduced: 2/23/2026
Version: 1

Current Status: Draft
Matter Type: BoS Resolution

a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000, financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000, financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

SUMMARY/DISCUSSION:
This item originally was approved by the Board on January 27, 2026, but did not contain the specific language required by the Auditor Controller's office. Therefore, County Counsel has brought back the matter for approval with the language specifically requested by the Auditor's office.

The County Counsel Office 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 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. 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. An augmentation request was denied thus the Civil Grand Jury unit needs the $15,000 fund transfer to cover the budget for FY2025-26.

The County Counsel Office 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. A $10,000 fund transfer will help cover the budget 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 [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: 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. ____ a. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000, financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and b. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).	)

WHEREAS, The County Counsel Office requests approval by the Board of Supervisors to transfer $15,000 from the Enterprise Risk Unit 8429 to Civil Grand Jury Unit 8405.

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. An augmentation request was denied thus the Civil Grand Jury unit needs the $15,000 fund transfer to cover the budget for FY2025-26; and

WHEREAS, The County Counsel Office 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. A $10,000 fund transfer will help cover the budget for FY2025-26.

NOW, THEREFORE,

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follow:

1. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Civil Grand Jury Unit (001-1210-8405-COU005) to increase appropriation by $15,000, financed by decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required); and
2. Amend the Office of the County Counsel's Fiscal Year (FY) 2025-26 Adopted Budget at Legal Division Unit (001-1210-8057-COU001) to increase appropriation by $10,000 financed by

decreasing appropriation from the Enterprise Risk Unit (001-1210-8429-COU006) (4/5ths vote required).

PASSED AND ADOPTED on this _____day of _____, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated: _____

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

By _____
, Deputy

Introduced: 2/26/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District.
b. Approve expenditure of $14,276 from District 2's discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park.
c. Authorize Director of Public Works, Facilities and Parks (PWFP) or designee to execute Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District.
b. Approve expenditure of $14,276 from District 2's discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park.
c. Authorize Director of Public Works, Facilities and Parks (PWFP) or designee to execute Agreement.

SUMMARY/DISCUSSION:
Kirby Park is a publicly accessible park owned and operated by the Moss Landing Harbor District that provides community access to the Elkhorn Slough, a nationally and internationally recognized estuarine ecosystem. Kirby Park is used by residents and visitors for kayaking, wildlife viewing, educational activities, and passive recreation.

Due to Kirby Park's popularity and its role as a gateway to a sensitive natural resource, security and safety services are necessary to help ensure safe public access, protect visitors, and support appropriate use of the site. The Moss Landing Harbor District, with approval by the Harbor District Board of Commissioners at its regular meeting on February 25, 2026, has agreed to engage private security and safety services to periodically patrol Kirby Park and manage the Kirby Road Gate as set forth in the proposed Agreement. Costs for a one-year pilot program have been estimated to be $27,276. The Harbor District will contribute $13,000. The County will contribute $14,276 through District 2 discretionary funds. Continuation of the proposed Agreement, beyond the one-year pilot program, will be revisited toward the conclusion of the one-year term.

If approved, this action will; 1) approve the proposed Right of Entry, Mutual Indemnification and

Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District; 2) approve the expenditure of $14,276 from the Supervisorial District 2 discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park during the one year pilot program, and 3) authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to execute the Agreement.

PUBLIC PURPOSE FINDINGS:
Supervisorial District 2 discretionary funds will be used to reimburse the Moss Landing Harbor District for costs incurred during the one-year pilot program to support significant public purposes; including the following, continued public safety, stewardship, and community access to this important public space.

In approving this expenditure, the Board of Supervisors finds that the expenditure is to support significant public purposes; and, the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to any individual is incidental to the significant public purposes identified above.

OTHER AGENCY INVOLVEMENT:
The proposed Agreement was approved by the Moss Landing Harbor District Board of Harbor Commissioners at their regular meeting on the fourth Wednesday of the month, at 7:00 p.m., on February 25, 2026. A copy of the Harbor District's Board of Commissioners' Resolution No. 26-02 is attached (Attachment 2). The proposed Agreement was drafted and prepared in consultation with the Harbor District General Manager/Harbor Master and Harbor District Counsel, Supervisorial District 2, Public Works, Facilities and Parks (PWFP) and the Office of the County Counsel-Risk Management. The Harbor District Board of Commissioners, District 2, PWFP and the Office of the County Counsel-Risk Management concur with this recommendation.

FINANCING:
Funds in the amount of $14,276 will be allocated from the Second Supervisorial District's discretionary budget. There is no impact to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action advances County Strategic Plan objectives by supporting public safety, enhancing community well-being, and ensuring safe and equitable access to public recreational and environmental resources.

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

Prepared by: Supervisor Glenn Church, Supervisorial District 2
Reviewed by: Mary Grace Perry, Deputy County Counsel
Approved by: Susan K. Blitch, County Counsel
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

1. Proposed Agreement
2. Moss Landing Harbor District Resolution No. 26-02

Introduced: 2/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District.
b. Approve expenditure of $14,276 from District 2's discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park.
c. Authorize Director of Public Works, Facilities and Parks (PWFP) or designee to execute Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing Harbor District.
b. Approve expenditure of $14,276 from District 2's discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park.
c. Authorize Director of Public Works, Facilities and Parks (PWFP) or designee to execute Agreement.

SUMMARY/DISCUSSION:
Kirby Park is a publicly accessible park owned and operated by the Moss Landing Harbor District that provides community access to the Elkhorn Slough, a nationally and internationally recognized estuarine ecosystem. Kirby Park is used by residents and visitors for kayaking, wildlife viewing, educational activities, and passive recreation.

Due to Kirby Park's popularity and its role as a gateway to a sensitive natural resource, security and safety services are necessary to help ensure safe public access, protect visitors, and support appropriate use of the site. The Moss Landing Harbor District, with approval by the Harbor District Board of Commissioners at its regular meeting on February 25, 2026, has agreed to engage private security and safety services to periodically patrol Kirby Park and manage the Kirby Road Gate as set forth in the proposed Agreement. Costs for a one-year pilot program have been estimated to be $27,276. The Harbor District will contribute $13,000. The County will contribute $14,276 through District 2 discretionary funds. Continuation of the proposed Agreement, beyond the one-year pilot program, will be revisited toward the conclusion of the one-year term.

If approved, this action will; 1) approve the proposed Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) between the County of Monterey and the Moss Landing

Harbor District; 2) approve the expenditure of $14,276 from the Supervisorial District 2 discretionary fund to reimburse the Moss Landing Harbor District for costs incurred for security and safety services provided by Allied Universal Security Services at Kirby Park during the one year pilot program, and 3) authorize the Director of Public Works, Facilities and Parks (PWFP) or designee to execute the Agreement.

PUBLIC PURPOSE FINDINGS:
Supervisorial District 2 discretionary funds will be used to reimburse the Moss Landing Harbor District for costs incurred during the one-year pilot program to support significant public purposes; including the following, continued public safety, stewardship, and community access to this important public space.

In approving this expenditure, the Board of Supervisors finds that the expenditure is to support significant public purposes; and, the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to any individual is incidental to the significant public purposes identified above.

OTHER AGENCY INVOLVEMENT:
The proposed Agreement was approved by the Moss Landing Harbor District Board of Harbor Commissioners at their regular meeting on the fourth Wednesday of the month, at 7:00 p.m., on February 25, 2026. A copy of the Harbor District's Board of Commissioners' Resolution No. 26-02 is attached (Attachment 2). The proposed Agreement was drafted and prepared in consultation with the Harbor District General Manager/Harbor Master and Harbor District Counsel, Supervisorial District 2, Public Works, Facilities and Parks (PWFP) and the Office of the County Counsel-Risk Management. The Harbor District Board of Commissioners, District 2, PWFP and the Office of the County Counsel-Risk Management concur with this recommendation.

FINANCING:
Funds in the amount of $14,276 will be allocated from the Second Supervisorial District's discretionary budget. There is no impact to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action advances County Strategic Plan objectives by supporting public safety, enhancing community well-being, and ensuring safe and equitable access to public recreational and environmental resources.

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

Prepared by: Supervisor Glenn Church, Supervisorial District 2
Reviewed by: Mary Grace Perry, Deputy County Counsel
Approved by: Susan K. Blitch, County Counsel
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

1. Proposed Agreement
2. Moss Landing Harbor District Resolution No. 26-02

COUNTY OF MONTEREY
RIGHT OF ENTRY,
MUTUAL INDEMNIFICATION AND
REIMBURSEMENT AGREEMENT

This Right of Entry, Mutual Indemnification and Reimbursement Agreement (Agreement) is made by and between the County of Monterey ("County") and the Moss Landing Harbor District ("District"). County and District are collectively referred to as "the Parties".

1. Right to Enter. This Agreement permits the right to enter the County's property located contiguous to Kirby Park, including portions of Kirby Road in Moss Landing ("Property"), as shown on Exhibit A. Specifically, the District desires to prevent ingress into Kirby Park at certain times for public safety reasons by patrolling and securing the Property and locking and unlocking the existing gate on Kirby Road, which leads to the entrance to Kirby Park.

2. Kirby Road Gate. This Agreement allows the District to patrol and secure the Property, lock and unlock, the existing gate on Kirby Road, leading to the entrance to Kirby Park, and to regulate the times at which ingress will be allowed at Kirby Park. The parties understand and agree that between sunrise to sunset are reasonably acceptable times for the District to allow ingress and egress at Kirby Park.

3. Term of Agreement. This Agreement will go into effect upon execution and continue for a one-year pilot term which shall commence as of the date the District engages a private security service as set forth below in Section 7 and as of the date said private security services begin, whichever date occurs later. Following the initial one-year pilot term, the term of this Agreement can be extended subject to funding availability and pursuant to a mutually agreeable written amendment by the Parties.

4. Contacts.

County Contacts:

Marilyn Vierra, District 2- Chief of Staff
(831) 755-5022
11140 Speegle Street
Castroville, California 95012
(831) 755-5022
VierraM@countyofmonterey.gov

Ivo N. Basor, PWFP-Real Property Specialist
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 796-6427
basori@countyofmonterey.gov

District Contacts:

Tommy Razzeca
General Manager/Harbor Master
7881 Sandholdt Road
Moss Landing, CA 95039
(831) 633.5417- office
(831) 229.9763- cell
(831) 633.1201- fax
razzeca@mosslandingharbor.dst.ca.us

Mike Rodriquez- District Counsel
Jarvis Fay
555 12th Street, Suite 1630
Oakland CA, 94607
(510) 238-1400
mrodriquez@jarvisfay.com

5. Mutual Indemnification and Hold Harmless Provisions:

5.1 District. In furtherance of the specified purpose, the District agrees to indemnify, defend, and hold harmless the County's officers, agents, and employees from and against any and all claims and losses whatsoever arising out of or in any way related to the District's performance under this Agreement, including but not limited to claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the County in connection with such claims. "The District's performance" includes the District's action or inaction, and the action or inaction of its officers, employees, contractors, agents or designees. The obligation to indemnify the County does not extend to any claim or losses arising out of the sole negligence or willful misconduct of the County, or of the County's officers, agents, or employees.

5.2. County. In furtherance of the specified purpose, the County agrees to indemnify, defend, and hold harmless the District's officers, agents, and employees from and against any and all claims and losses whatsoever arising out of or in any way related to the County's performance under this Agreement, including but not limited to claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the District in connection with such claims. "The County's performance" includes the County's action or inaction, and the action or inaction of its officers, employees, contractors, agents or designees. The obligation to indemnify the District does not extend to any claim or losses arising out of the sole negligence or willful misconduct of the District, or of the District's officers, agents, or employees.

6. Restoration.
In the event the Property is in need of restoration as a result of the District's and/or its Security Services Contractor's actions during the term of this Agreement, the District shall restore, or cause the restoration of, the Property to a condition acceptable to the County upon termination of this Agreement.

7. Private Security Services.

7.1 During the one-year term of this Agreement, the Parties understand and agree to share the cost of retaining private security services to periodically patrol Kirby Park and manage the Kirby Road Gate. Said private security service will be charged with the responsibility of accessing Kirby Park before sunset, ensuring the Property has been cleared of all visitors, and thereafter locking the Kirby Road Gate at or around sunset. Said private security service will return in the morning, at or around sunrise, to open the Kirby Road Gate to visitors.

7.2 During the one-year term of this Agreement, the Parties understand and agree that for ease of administration, District shall contract with the selected private security service. The District shall provide $13,000 of the annual costs and the County shall provide $14,276 of the annual costs (estimated at $27,276 total) for private security services during the one-year pilot program.

7.3 During the one-year term of this Agreement, the Parties understand and agree that the selected private security service shall have access to Kirby Road to periodically patrol Kirby Park, to secure the Property and lock and unlock the existing Kirby Road Gate.

7.4 During the one-year term of this Agreement, County shall provide funding in the amount $14,276 toward the costs for private security services, on a reimbursement basis, for a total not to exceed amount of $14,276 for the one year pilot program, to be funded through District 2 Discretionary Funds.

7.5 District will provide verified invoices within five (5) days of receipt from the selected private security service to Public Works Facilities and Parks – Facilities – Real Property Division (PWFP-Real Property). Invoices shall be reviewed by PWFP-Real Property prior to processing payments for reimbursement by the Auditor-Controller's Office. Once reviewed and approved for payment by PWFP-Real Property Staff, Staff shall forward approved invoices to the Auditor-Controller's Office for payment. The Auditor-Controller's Office shall have 30 days to process payments from the date the approved invoices are received from PWFP-Real Property Staff.

7.6 In the event Discretionary Funds are eliminated from Supervisorial District Office Budgets during the one-year term of this Agreement, the Parties understand and agree that reimbursement for private security services by the County shall cease upon the elimination of this funding source.

8. Government Code Section 8546.7. The parties understand and agree that County shall have the right to examine, monitor and audit all records, documents, conditions and activities of District and its private security services provider related to security 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.

9. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

10. **Consent to Use of Electronic Signatures**. 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) which may be delivered by mail, E-Mail, or Facsimile.

11. **Authority.** Any individual executing this Agreement on behalf of the County or the District 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.

12. **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.

The parties executing this Agreement hereby covenants and warrants that he/she is duly authorized to execute this Agreement.

County of Monterey

By: _____
Randell Ishii, Director

Date: _____

Approved as to form:
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Moss Landing Harbor District

By: _____
Tommy Razzeca
General Manager/Harbor Master

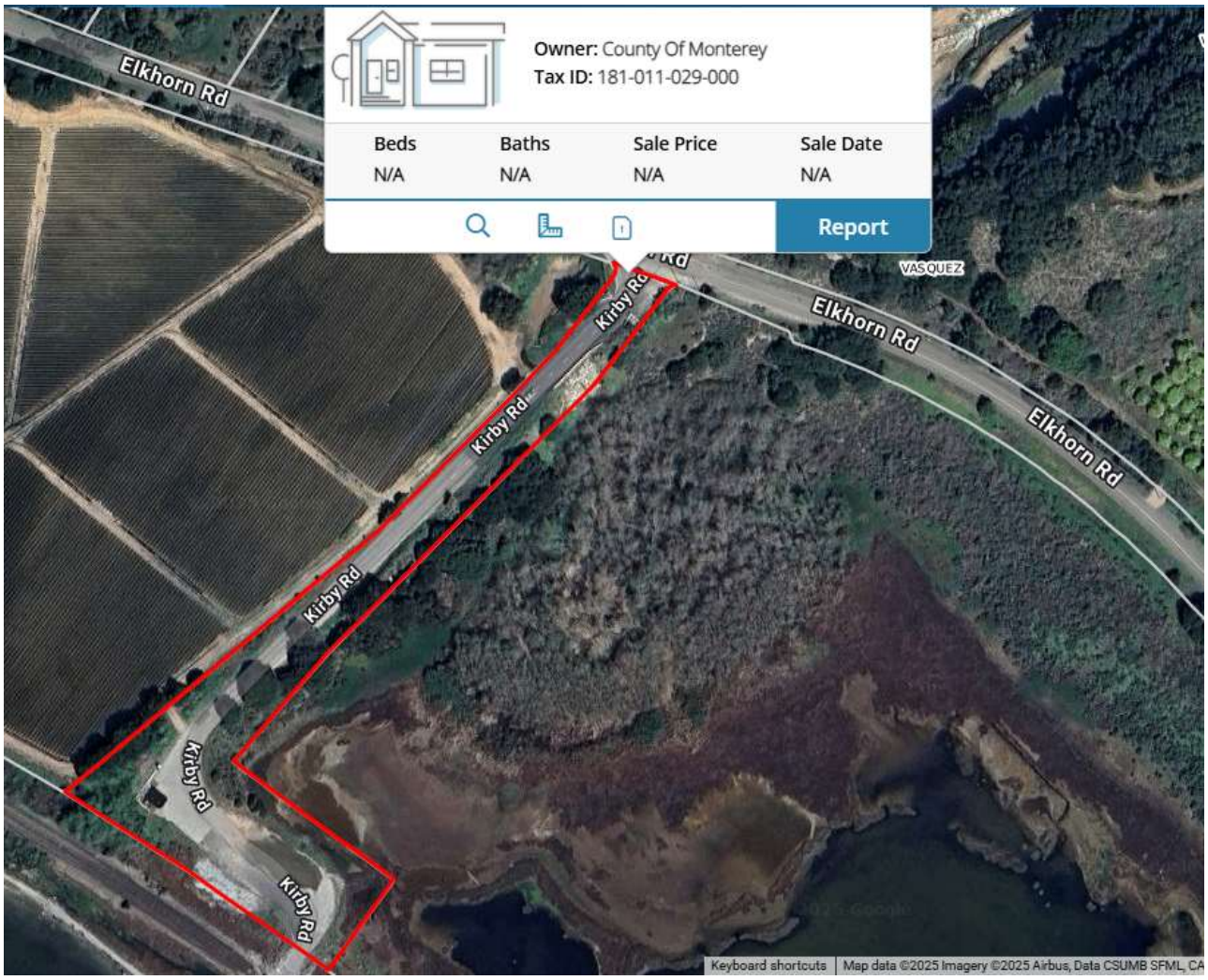
Date:_____

Approved as to form:

By: _____
Mike Rodriquez- District Counsel

Date: _____

Exhibit A


Owner: County Of Monterey
Tax ID: 181-011-029-000
Beds
N/A
Baths
N/A
Sale Price
N/A
Sale Date
N/A
Report
Elkhorn Rd
Kirby Rd
VASQUEZ
Keyboard shortcuts
Map data ©2025 Imagery ©2025 Airbus, Data CSUMB SFML, CA

RESOLUTION NO. 26-02

A RESOLUTION OF THE BOARD OF HARBOR COMMISSIONERS OF THE MOSS LANDING HARBOR DISTRICT APPROVING A "COUNTY OF MONTEREY RIGHT OF ENTRY, MUTUAL INDEMNIFICATION AND REIMBURSEMENT AGREEMENT" AND AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE THE SAME ON BEHALF OF THE MOSS LANDING HARBOR DISTRICT

* * * * * * *

WHEREAS, the Moss Landing Harbor District (District) and the County of Monterey (County) have a mutual interest in maintaining safety and security at of the District's Kirby Park; and

WHEREAS, with minor exceptions limited to the issuance of specific citations, the District does not provide law enforcement services and instead relies upon the County Sheriff's Department for such matters; and

WHEREAS, access to Kirby Park is provided via County property, including portions of Kirby Road and property contiguous to Kirby Park, with vehicular access being controlled by an unmanned gate located on District property (the "Kirby Park Gate"); and

WHEREAS, District 2 Supervisor Glenn Church has suggested and recommended a one-year pilot program by which the District would contract with a private security service to periodically patrol and secure Kirby Park, including but not limited to unlocking the Kirby Park Gate at sunrise and locking the Gate at sunset, with District and County splitting the costs for said service; and

WHEREAS, District has obtained a quote for such service with an estimated annual cost of $24,000, thus establishing District's and County's equal share of said costs at approximately $12,000 per year; and

WHEREAS, District and County have now prepared an agreement to facilitate Supervisor Church's plan, which provides District and its agents with a right of entry onto County's property, outlines payment procedures for the private security services, and provides mutual hold harmless provisions during the term of the pilot program.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Harbor Commissioners of the Moss Landing Harbor District that the "County of Monterey Right of Entry, Mutual Indemnification and Reimbursement Agreement," a draft copy of which is attached hereto as Exhibit A and by this reference incorporated herein, at a cost to District of a not-to exceed amount of $13,000, is approved in substantial form and content, subject to final approval of the General Manager and District Counsel. The General Manager is hereby authorized and directed to execute said agreement on behalf of the Moss Landing Harbor District when it has been placed into final form.

*****CERTIFICATION*****

Resolution No. 26-02 was duly adopted by the Board of Harbor Commissioners of the Moss

Landing Harbor District at a regular meeting of the Board held on the 25th day of February, 2026, a quorum present and acting throughout, by the following vote, to wit:

AYES: Commissioner Jeffries, Commissioner Ferrante, Commissioner Goulart, Commissioner Soto, Commissioner Lomeli
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Russ Jeffries, President
Board of Harbor Commissioners

Tommy Razzeca, Deputy Secretary
Board of Harbor Commissioners

Introduced: 3/2/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer or his designee to execute a Non-Standard Agreement with ePlus Technology Incorporated, a Carahsoft Technology Corporation re-seller of hardware, software, and support solutions, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 220105, Technology Solutions, Products and Services retroactive from the term of January 11, 2026 through January 10, 2032, in an amount not to exceed $3,250,000; and
b. Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with Carahsoft Technology Corporation and reseller ePlus Technology for the purchase of technology products and services; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer or his designee to execute a Non-Standard Agreement with ePlus Technology Incorporated, a Carahsoft Technology Corporation re-seller of hardware, software, and support solutions, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 220105, Technology Solutions, Products and Services retroactive from the term of January 11, 2026 through January 10, 2032, in an amount not to exceed $3,250,000; and
b. Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with Carahsoft Technology Corporation and reseller ePlus Technology for the purchase of technology products and services; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer.

SUMMARY:
The approval of this Agreement will allow the County to adopt and participate in the government cooperative TIPS Contract 220105, Technology Solutions, Products and Services to procure a security suite and other related products, which was previously approved by the Board, February 10, 2026 (Legistar File ID A 26-043. Due to a vendor error, the cooperative agreement referenced (TIPS contract 230105) was incorrect. This revision provides the correct documentation, TIPS contract 220105.

DISCUSSION:
The Interlocal Purchasing System (TIPS) is a purchasing cooperative available to governmental entities. Texas Region 8 Education Service Center (Region 8 ESC), a public governmental entity,

issues competitive solicitations for information technology products and services through TIPS. Region 8 ESC served as the lead agency for Request for Proposal (RFP) No. 220105, Technology Solutions, Products and Services. Carahsoft Technology Corporation was awarded under this solicitation. Carahsoft maintains an authorized reseller agreement with ePlus Technology, Incorporated.
TIPS cooperative purchasing program provides significant savings in administrative time and costs associated with conducting independent solicitations, while leveraging volume-based pricing advantages. Participation allows the County to obtain competitive pricing for information technology related products and services in a streamlined and compliant manner.
The Chief Information Officer recommends the approval of this proposed Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed. Auditor-Controller reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective Requested Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Interlocal Purchasing System Program (TIPS) is a cost savings procurement method for software, hardware products, and services that may be utilized when procuring IT-related products and services.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Cheif Information Officer, 759-6920

Attachments:
TIPS RFP 220105 Agreement with Carahsoft Technology Corporation
<https://www.tips-usa.com/vendorProfile.cfm?RecordID=AB617615187E44EFAF1B270A9874D93C>

ePlus Technology Reseller Agreement with Carahsoft

Board Order A 26-043

Introduced: 3/2/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Information Officer or his designee to execute a Non-Standard Agreement with ePlus Technology Incorporated, a Carahsoft Technology Corporation re-seller of hardware, software, and support solutions, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 220105, Technology Solutions, Products and Services retroactive from the term of January 11, 2026 through January 10, 2032, in an amount not to exceed $3,250,000; and
b. Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with Carahsoft Technology Corporation and reseller ePlus Technology for the purchase of technology products and services; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer.

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a. Authorize the Chief Information Officer or his designee to execute a Non-Standard Agreement with ePlus Technology Incorporated, a Carahsoft Technology Corporation re-seller of hardware, software, and support solutions, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 220105, Technology Solutions, Products and Services retroactive from the term of January 11, 2026 through January 10, 2032, in an amount not to exceed $3,250,000; and
b. Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with Carahsoft Technology Corporation and reseller ePlus Technology for the purchase of technology products and services; and
c. Accept non-standard contract provisions as recommended by the Chief Information Officer.

SUMMARY:
The approval of this Agreement will allow the County to adopt and participate in the government cooperative TIPS Contract 220105, Technology Solutions, Products and Services to procure a security suite and other related products, which was previously approved by the Board, February 10, 2026 (Legistar File ID A 26-043. Due to a vendor error, the cooperative agreement referenced (TIPS contract 230105) was incorrect. This revision provides the correct documentation, TIPS contract 220105.

DISCUSSION:
The Interlocal Purchasing System (TIPS) is a purchasing cooperative available to governmental entities. Texas Region 8 Education Service Center (Region 8 ESC), a public governmental entity, issues competitive solicitations for information technology products and services through TIPS.

Region 8 ESC served as the lead agency for Request for Proposal (RFP) No. 220105, Technology Solutions, Products and Services. Carahsoft Technology Corporation was awarded under this solicitation. Carahsoft maintains an authorized reseller agreement with ePlus Technology, Incorporated.
TIPS cooperative purchasing program provides significant savings in administrative time and costs associated with conducting independent solicitations, while leveraging volume-based pricing advantages. Participation allows the County to obtain competitive pricing for information technology related products and services in a streamlined and compliant manner.
The Chief Information Officer recommends the approval of this proposed Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed. Auditor-Controller reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective Requested Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Interlocal Purchasing System Program (TIPS) is a cost savings procurement method for software, hardware products, and services that may be utilized when procuring IT-related products and services.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Cheif Information Officer, 759-6920

Attachments:
TIPS RFP 220105 Agreement with Carahsoft Technology Corporation
<https://www.tips-usa.com/vendorProfile.cfm?RecordID=AB617615187E44EFAF1B270A9874D93C>

ePlus Technology Reseller Agreement with Carahsoft
Board Order A 26-043

Docusign Envelope ID: 9F071FD5-89FB-4A7A-9C2B-A1F2B613B80B

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Contract Reseller Agreement SCRA-EPT-022526

This Contract Reseller Agreement ("CRA" or "Agreement") is entered into as of February 25, 2026 (the "Effective Date") by and between ePlus Technology Inc. ("Reseller"), organized under the laws of the State of Virginia, and having a principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 and Carahsoft Technology Corp. ("Carahsoft"), organized under the laws of the State of Maryland, and having a principal place of business at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190.

RECITALS

WHEREAS, subject to the terms of this Contract Reseller Agreement, Carahsoft appoints the Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Reseller of Carahsoft to qualified state and local government customers ("Customers") who purchase Products, Services, or a combination of Offerings from Carahsoft's TIPS 220105 ("State Contract") as set forth below.

WHEREAS, this Contract Reseller Agreement only authorizes Reseller to provide Varonis and Crowdstrike ("Vendor") Offerings.

NOW THEREFORE, in consideration of the aforementioned and of the mutual promises contained in this Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** The following terms have the meaning set forth below. Additional capitalized terms have the meaning set forth in the body of the Agreement.
    a. **"Offering"** means any combination of Products and/or Services.
    b. **"Product"** means any equipment, licensed software, support or maintenance subscriptions which Reseller is authorized to procure from Carahsoft for resale under this Agreement.
    c. **"Service"** means any professional services (such as consulting, installation, configuration, and similar deliverables) which Reseller is authorized to procure from Carahsoft for resale under this Agreement.

2. **Pricing.** Carahsoft will provide pricing to the Reseller via a quotation ("Quote") or Statement of Work ("SOW"). No additional terms on Carahsoft's Quote or SOW or Reseller's purchase order will apply unless agreed to by both parties in writing.

3. **Orders.** Reseller will order Products and/or Services by submitting written purchase orders to Carahsoft ("Orders"). All Orders shall state the quantities, part numbers, and descriptions of Products and/or Services ordered, and applicable prices from the applicable Carahsoft Quote or SOW.

4. **Term.** The Term of this CRA shall be twelve (12) months from the date signed by both parties ("Effective Date") and shall renew for subsequent twelve (12) month periods unless terminated by either party. Either party may terminate this agreement, at any time, with or without cause, by written notice given to the other party not less than thirty (30) days prior to the effective date of such notice. All obligations and duties of the parties under this CRA shall remain in effect regarding Quotes provided by Carahsoft and Orders placed by Reseller prior to the termination of this CRA.

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5. **Independent Contractor.** The parties are independent contractors. Nothing in this Agreement is intended to nor shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority nor shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other. Should additional terms and conditions be provided from Carahsoft to Reseller, the Reseller must pass-through those terms and conditions as-is to the Customer without alteration.

6. **Non-Solicitation.** Both parties agree that during the existence of the Agreement, neither party shall solicit, entice away, endeavor to employ, or employ any employee or other representative of the other party without giving its written consent thereto. Nothing shall prohibit either party from soliciting for open positions in public media and online nor from hiring in response to unsolicited applications submitted in response to such listings.

7. **Shipment and Delivery.** Unless stated otherwise in writing by Carahsoft, all Products are sold and shipped F.O.B. manufacturer point of shipment and Reseller shall assume all risk of loss or damage to Products while in transit. Reseller shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, Carahsoft shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.

8. **No Warranties.** THE VENDOR PRODUCTS AND SERVICES ARE PROVIDED PURSUANT TO VENDOR DOCUMENTATION INCLUDING END USER LICENSE AGREEMENTS ("EULA") OR SIMILAR DOCUMENTS AND NEITHER VENDOR NOR CARAHSOFT MAKE ANY WARRANTIES OR REPRESENTATIONS TO RESELLER REGARDING THE VENDOR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR AND CARAHSOFT DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER VENDOR NOR CARAHSOFT WARRANT THAT THE VENDOR PRODUCTS OR ANY PART THEREOF WILL MEET RESELLER'S REQUIREMENTS OR BE UNINTERRUPTED, OR ERROR-FREE, OR THAT ANY ERRORS IN THE VENDOR PRODUCTS WILL BE CORRECTED. UNLESS AGREED TO IN WRITING BY VENDOR, RESELLER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN THE NAME OF, OR ON BEHALF OF VENDOR OR CARAHSOFT.

9. **Indemnification.** Each party will indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, and affiliates from and against any claims, demands, suits, proceedings, costs, liabilities, expenses; including court costs and reasonable legal fees, or damages ("Claims") to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees' or agents' negligence or willful misconduct arising from or related to this Agreement.

10. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, REVENUE, PROFIT, USE OR OTHER ECONOMIC ADVANTAGE, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCTS, THE DOCUMENTATION OR USE THEREOF OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL

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THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY BE GREATER THAN THE PAYMENTS RECEIVED FROM RESELLER UNDER AN APPLICABLE ORDER.

11. **Force Majeure.** Neither party shall be liable to the other for any acts of God, governmental orders or restrictions, terrorism, riot, fire, flood or other natural disaster ("Force Majeure Event"), that prevents a party (the "Nonperforming Party"), in whole or in part, from: (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to such party's obligations under this Agreement, where the Force Majeure Event is beyond the reasonable control and without the fault of the Nonperforming Party and the Nonperforming Party has been unable to avoid or overcome the Force Majeure Event by the exercise of reasonable efforts.

12. **Duties as Reseller.** Reseller will perform all administrative, reporting, invoicing and program management activities required by State Contract Orders. Reseller may name Carahsoft as a partner for opportunities. This CRA does not obligate Carahsoft in any way except as set forth herein. Carahsoft may terminate this CRA immediately in the event that Reseller fails to perform any obligation, duty or responsibility imposed under the State Contract, this CRA, or if Reseller fails to satisfy the conditions of this CRA. In consideration of its appointment as a Reseller under the State Contract, Reseller agrees as follows:
    - **a.** Reseller will comply with any additional terms and conditions of the State Contract submitted to Reseller by Carahsoft in writing;
    - **b.** Any Products and Services sold to the State under the State Contract as authorized by this CRA shall be purchased only through Carahsoft;
    - **c.** The State Contract imposes a .75 % percent fee calculated on the "Net Purchase Price" as defined in the State Contract. When providing pricing on each quotation, Reseller will be required to supply the sale price to the Customer for each line item on each opportunity under this Agreement as part of the pricing process. The State Contract fee must be included by the Reseller in the sale price to the Customer;
    - **d.** Reseller will immediately notify Carahsoft immediately of any Product performance issues, Customer complaints, or other contractual problem associated with any Customer involving the State Contract;
    - **e.** Reseller agrees to supply copies of Customer Orders to Carahsoft upon request;
    - **f.** Reseller shall be subject to audit by the State, with respect to sales made under the State Contract;
    - **g.** Reseller agrees to permit Carahsoft, upon thirty (30) days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products and/or Services and compliance with this Agreement. Information to be reviewed may include, at a minimum, sales records, purchase Orders, invoices, payment receipts, and related notes, and correspondence regardless of the media, including emails or letters. Carahsoft may conduct an annual review of Reseller at Carahsoft's own expense and in a manner to ensure the minimum disturbance to Reseller's business as practicable. In the event a discrepancy in excess of 5% of reported sales is discovered during the course of the annual review, Reseller shall pay for the entire cost of the review and an additional review may be required. Reviews beyond the annual review shall be performed at Reseller's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.
    - **h.** Reseller shall submit a monthly Report of Sales to Carahsoft five (5) days following the completion of the monthly reporting period. $0 sales reports are also required. Reports shall be submitted to: ResellerReports@carahsoft.com. The report shall be submitted

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containing the following information as shown below.

i. The date of sale;
ii. The Customer name to which the sale was made;
iii. The Customer's Order number;
iv. The Product and/or Service manufacturer part number and description;
v. The quantity of each Product and/or Service sold;
vi. The price at which it was sold, including the discounts;
vii. Reseller Order number to Carahsoft; and
viii. All other significant sales Order data.

i. Following receipt of an approved monthly report, Carahsoft will compute the applicable contract fees and invoice Reseller for these fees. Reseller will remit payment for the contract fees within thirty (30) days of receipt of invoice. This fee is subject to change upon notification from Texas to Carahsoft. Carahsoft will notify the Reseller of the fee change which will take place immediately.

j. Reseller will pay for all Products and/or Services ordered under this Agreement within thirty (30) days after receipt of invoice.

k. Reseller is responsible for payment of any taxes arising on any sale made under this Agreement. Taxes will apply unless Reseller provides Carahsoft a valid tax exemption certificate.

l. The Reseller hereby certifies that its participation in the performance of its Agreement with the State will be in accordance with all applicable terms, conditions, and prices of the State Contract.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, and by facsimile or other electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. **Compliance with Law.** Reseller will comply with all applicable laws and regulations, specifically including the Export Control Act, in its performance of this Agreement.

15. **Assignment.** Reseller may not assign this Agreement without Carahsoft's prior written consent. Carahsoft reserves the right to terminate this Agreement upon a change control of Reseller.

16. **No Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. If any dispute between the parties arises under this Agreement the prevailing party in any such action shall recover all of its costs, including reasonable attorneys' fees. Any legal action arising under this Agreement shall be brought in the state and federal courts for Fairfax County, Virginia, and the parties hereby consent to such jurisdiction and venue.

18. **Entire Agreement.** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all

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other communications. No modification or amendment will be effective unless signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the effective as of the date signed by both parties.

ePlus Technology inc. ("Reseller")

By: Signed by: Don McLaughlin F44A77AE31564BB...

Name: Don McLaughlin

Title: SVP Contracts

Date: 2/24/2026

Carahsoft Technology Corporation ("Carahsoft")

By: Madeline Hall

Name: Madeline Hall

Title: Contracts Manager

Date: 02/25/26

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Exhibit A

Company Information

Please complete and return with the signed version of this Agreement.

COMPANY INFORMATION			
Company Name: ePlus Technology, inc.			
Address: 13595 Dulles Technology Drive			
City, State & Zip: Herndon, VA 20171			
Main Phone #: 703-984-8400		D&B #: 61-8510192	
Business Type: Public		# of Employees: 1,500+	
Tax ID #: 54-1904151			
Ownership: ❑ Partnership	❑ Proprietorship x Corporation	Date Business Established: 1998	

CONTACT INFORMATION				
	Name	**Phone Number**	**Fax Number**	**E-mail Address**
Contracts	Marie Davis	757-419-2204	703-984-8600	CONTRACTS_sledoperationsteam@eplus.com
Reporting	Marcia Good	757-985-3831	703-984-8600	CONTRACTS_sledoperationsteam@eplus.com

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County of Monterey
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

Agreement No.: A-17330 ; Amendment No. 1
a. Authorize the Chief Information Officer or his designee to execute Amendment No. 1 to a Non-Standard Agreement with ePlus Technology Incorporated, a re-seller of technology goods and services, incorporating the terms of the existing Master Technology Agreement with The Interlocal Purchasing System (TIPS), 230105, Technology Solutions, Products and Services extending the term through May 31, 2031, and adding $2,250,000 to procure a Security Suite, for a revised agreement amount not to exceed $3,250,000 and
b.Authorize the Chief Information Officer or his designee to sign order forms and such documents as are necessary to implement the agreement with ePlus Technology for the purchase and renewals of technology products and services; and
c.Accept non-standard contract provisions as recommended by the Chief Information Officer.

PASSED AND ADOPTED on this 10th day of February 2026, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 10, 2026.

Dated: February 10, 2026
File ID: A 26-043
Agenda Item No.: 52

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

Margarita Hernandez, Deputy

Introduced: 2/27/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-standard agreement with Regional Government Services Authority (RGS) for the provision of human resources consulting services, in the amount of $13,900 for a term from the date it is fully executed through December 31, 2026; and
b. Accept the non-standard terms and conditions as recommended by the Human Resources Department and County Counsel Office; and
c. Approve and authorize the Contracts and Purchasing Officer or designee to execute future amendments, provided they do not exceed an aggregate amount of $20,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-standard agreement with Regional Government Services Authority (RGS) for the provision of human resources consulting services, in the amount of $13,900 for a term from the date it is fully executed through December 31, 2026; and
b. Accept the non-standard terms and conditions as recommended by the Human Resources Department and County Counsel Office; and
c. Approve and authorize the Contracts and Purchasing Officer or designee to execute future amendments, provided they do not exceed an aggregate amount of $20,000.

SUMMARY:

The Human Resources Department periodically requires specialized technical expertise to support base wage compensation analysis, salary benchmarking, and related classification and compensation initiatives. Due to current workload demands and the need for subject matter expertise in base wage compensation analysis, the Human Resources Department proposes entering into an agreement with Regional Government Services Authority, a public agency Joint Powers Authority that provides professional human resources consulting services to public sector entities. The agreement will allow the County to access experienced compensation professionals to support time-sensitive and specialized projects.

During the contract negotiation process, modifications to the County's standard agreement template were recommended by Regional Government Services Authority. As a result, Board approval is required to authorize execution of the non-standard agreement and acceptance of the modified terms and conditions.

DISCUSSION:
The Human Resources Department identified a need for professional consulting services to assist with base wage compensation projects. These services support the County's responsibility to maintain a competitive, equitable, and policy-compliant compensation structure.

Regional Government Services Authority was selected due to its demonstrated experience providing public-sector human resources consulting services, including classification and compensation analysis for California public agencies. Engaging Regional Government Services Authority will help supplement internal staffing resources and ensure continuity of time-sensitive compensation initiatives.
During the contract review process, non-standard terms were identified, including provisions related to indemnification, insurance, and dispute resolution (listed in Exhibit C to the agreement). The proposed modifications to the Standard Agreement were reviewed by County Counsel and are not expected to significantly increase the County's risk.

Approval of this non-standard agreement and allow the Human Resources Department to obtain specialized compensation consulting services in support of the County's compensation program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The offices of the County Counsel and Auditor-Controller have reviewed the Agreement as to form and fiscal provisions, respectively.

FINANCING:
The cost associated with this Agreement is $13,900; approximately $8,700 will be covered by the Assessor, Treasurer-Tax Collector, and Auditor-Controller, and $5,200 will be covered by the Human Resources Department with appropriations in the FY 2026 budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions support the Board of Supervisors' Dynamic Organization and Employer of Choice Strategic Plan Goal. These actions demonstrate the County's commitment to attracting, hiring, and retaining a diverse and talented workforce by establishing fair compensation across all employee levels.

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

Prepared by: Wendell Sells, Supervising Human Resources Analyst, ext. 6066
Approved by: Andreas Pyper, Director of Human Resources, ext. 5043

Attachments:
Agreement between the County and Regional Government Services Authority

Introduced: 2/27/2026
Version: 1

Current Status: Draft
Matter Type: General Agenda Item

a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-standard agreement with Regional Government Services Authority (RGS) for the provision of human resources consulting services, in the amount of $13,900, for a term from the date it is fully executed through December 31, 2026; and
b. Accept the non-standard terms and conditions as recommended by the Human Resources Department and County Counsel Office.
c. Approve and authorize the Contracts and Purchasing Officer or designee to execute future amendments, provided they do not exceed an aggregate amount of $20,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-standard agreement with Regional Government Services Authority (RGS) for the provision of human resources consulting services, in the amount of $13,900, for a term from the date it is fully executed through December 31, 2026; and
b. Accept the non-standard terms and conditions as recommended by the Human Resources Department and County Counsel Office.
c. Approve and authorize the Contracts and Purchasing Officer or designee to execute future amendments, provided they do not exceed an aggregate amount of $20,000.

SUMMARY:

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During the contract negotiation process, modifications to the County's standard agreement template were recommended by Regional Government Services Authority. As a result, Board approval is

required to authorize execution of the non-standard agreement and acceptance of the modified terms and conditions.

DISCUSSION:
The Human Resources Department identified a need for professional consulting services to assist with base wage compensation projects. These services support the County's responsibility to maintain a competitive, equitable, and policy-compliant compensation structure.

Regional Government Services Authority was selected due to its demonstrated experience providing public-sector human resources consulting services, including classification and compensation analysis for California public agencies. Engaging Regional Government Services Authority will help supplement internal staffing resources and ensure continuity of time-sensitive compensation initiatives.
During the contract review process, non-standard terms were identified, including provisions related to indemnification, insurance, and dispute resolution (listed in Exhibit C to the agreement). The proposed modifications to the Standard Agreement were reviewed by County Counsel and are not expected to significantly increase the County's risk.

Approval of this non-standard agreement and allow the Human Resources Department to obtain specialized compensation consulting services in support of the County's compensation program.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The offices of the County Counsel and Auditor-Controller have reviewed the Agreement as to form and fiscal provisions, respectively.

FINANCING:
The cost associated with this Agreement is $13,900; approximately $8,700 will be covered by the Assessor, Treasurer-Tax Collector, and Auditor-Controller, and $5,200 will be covered by the Human Resources Department with appropriations in the FY 2026 budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions support the Board of Supervisors' Dynamic Organization and Employer of Choice Strategic Plan Goal. These actions demonstrate the County's commitment to attracting, hiring, and retaining a diverse and talented workforce by establishing fair compensation across all employee levels.

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

Prepared by: Wendell Sells, Supervising Human Resources Analyst, ext. 6066
Approved by: Andreas Pyper, Director of Human Resources, ext. 5043

Attachments:
Agreement between the County and Regional Government Services Authority

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:

Regional Government Services Authority (RGS),

(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: A base wage/salary survey and an internal salary alignment study for the County's Engineer and Program Manager classification series, as well as various assistant department head classifications listed in Exhibit B.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$13,900.**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from **the date it is fully executed** to **December 31, 2026,** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Proposal for Base Wage Salary Surveys

Exhibit C: 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 in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Andreas Pyper Director of Human Resources	Anna Marie Will Senior Advisor, Contracts and Insurance
Name and Title	Name and Title
168 W. Alisal St., 3rd Floor Salinas, CA 93901	P.O. Box 1350 Carmel Valley, CA 93924
Address	Address
(831) 755-5043	(650) 587-7300 Ext. 25
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts & Procurement Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Regional Government Services Authority (RGS)
Contractor/Business Name *

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: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A

To Agreement by and between
the COUNTY OF MONTEREY, hereinafter referred to as "COUNTY"
and
Regional Government Services Authority (RGS), 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 incidental to the performance of work, as set forth in Exhibit B.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENTS

COUNTY shall pay an amount not to exceed $13,900 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the rates stated in Exhibit B.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR BILLING PROCEDURES

CONTRACTOR will invoice the COUNTY monthly or at the completion of services. The invoicing process set forth in Paragraph 6.04 of this Agreement shall govern.

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.

EXHIBIT B

RGS | REGIONAL GOVERNMENT SERVICES

PROPOSAL for

Base Wage Salary Surveys

to



County of Monterey
Kimberly Moore
Assistant Human Resources Director
168 West Alisal St., 3rd Floor
Salinas, CA, 93901

November 21, 2025

Dear Ms. Moore,

Regional Government Services (RGS) is pleased to submit this proposal to support the County of Monterey in achieving its human resources objectives. We propose conducting a base wage/salary survey and an internal salary alignment study for the County's Engineer and Program Manager classification series, as well as the following assistant department head classifications:

- Assistant Treasurer-Tax Collector
- Assistant Auditor-Controller
- Assistant County Clerk-Recorder
- Assistant Assessor-Valuation

This proposal outlines our approach, a tentative project timeline, and an estimated cost for completing the work.

RGS brings deep expertise in public sector classification and compensation studies. Our inclusive and responsive methodology, combined with our proven track record of timely and cost-effective service, has earned us the trust of numerous public agencies.

As a public agency ourselves, we fully understand the unique needs and expectations of our government partners.

This proposal is valid for 120 days from the date of submission. I will serve as the primary point of contact for this project and can be reached at (650) 587-7300 ext. 94 or via email at phoward@rgs.ca.gov.

We appreciate the opportunity to partner with the County of Monterey and look forward to the possibility of working together.

Sincerely,

Patty Howard

Patty Howard, Senior Advisor
Classification and Compensation Service Line Lead
Regional Government Services

Our Organization

We are public, we serve public

RGS is a California Joint Powers Authority (JPA) that was created to serve public agencies. The cities that formed RGS recognized that collaboration would enable them to serve their communities more effectively. RGS currently serves more than 130 agencies. We understand the public sector because we are public. RGS contracts with many partners, including:

- Cities
- Joint Powers Authorities (JPAs)
- Special Districts
- Counties

A public agency does not need to join our JPA to benefit from our services. We often work with public agencies like a typical consultant. What's different? We do not profit, plus we have a public Board of Directors. The public sector executive staff that makes up our Board helps RGS identify trends and meet the emerging needs of local government.

Prioritizing your success

The County of Monterey is committed to attracting and retaining a highly skilled workforce through a fair, competitive, and comprehensive compensation structure. To support this objective, the County is seeking a qualified consultant to perform a detailed analysis of salaries and benefits.

This study will benchmark the County's compensation practices against comparable public agencies to assess both market competitiveness and internal equity. The scope of work includes extensive data collection and analysis, focusing on key compensation elements across selected benchmark classifications and peer organizations.

RGS is ready to begin work immediately, providing a dedicated team that will deliver high-quality results on time and in alignment with contract expectations. Services will primarily be conducted remotely to ensure cost-efficiency, with on-site support available as needed.

RGS will deliver:

- Comprehensive compensation and benefits analyses benchmarked against comparable public sector agencies, providing clear, actionable insights and recommendations.

- Customized, transparent, and collaborative communication with County stakeholders, including Human Resources Department staff, department leadership, labor representatives, and the Board of Supervisors.

Relevant Experience

Our advisors have conducted comprehensive staffing, classification, and compensation studies for numerous special districts, cities, and counties. The following is a list of studies conducted in the past three years.

AGENCY	YEAR OF PROJECT	PROJECT TYPE
City of Trinidad	2025	Agency-wide Classification and Compensation Study
City of Belvedere	2025	Agency-wide Classification Study
Humboldt Bay Municipal Water District	2024	Agency Staffing Assessment and Compensation Study
Monterey County	2024	Department Head Internal Salary Alignment Analysis
County of Santa Barbara	2023-2024	Classification Plan Restructuring and Class Specification Development
City of Fairfield	2019-2024	Various Compensation Studies
City of Hollister	2023-2024	Classification Study
City of Sonora	2023-2024	Compensation Study
Sedona Fire District	2024	Compensation Study
Santa Cruz Regional 911	2024	Classification Study/Staffing Assessment
Kern County Employee Retirement Association	2024	CEO/CIO Compensation Study
Belvedere-Tiburon Library	2024	Staffing Assessment/Compensation Study
City of Capitola	2024	Compensation Study
Alameda County Mosquito Abatement District	2022-2024	Salary Survey
Santa Cruz Regional Transportation Commission	2023	Compensation Study/Staffing Assessment
Sacramento Metro Cable Television Commission	2023	Classification and Compensation Study
Marin Sonoma Mosquito & Vector Control District	2023	Staffing Assessment/Salary Survey
City of Belvedere	2023	Salary Surveys
Ironhouse Sanitation District	2023	Compensation Study
Sacramento Area Sewer District	2023	Staffing Assessment for Newly Created Human Resources Department
San Miguel Community Services District	2023	Classification and Compensation Study
West Valley Sanitation District	2023	Compensation Study
City of Fort Bragg	2021-2023	Classification and Compensation Study
Regional Water Agency	2021-2023	Classification and Compensation Study

Study Process Overview

RGS will take the following steps to complete the County's classification study. Throughout the project, the RGS Advisors will be available for phone and e-mail consultation and video conference/phone meetings.

Virtual Kick-off Meeting with the Project Team

RGS will schedule a virtual kick-off meeting with the County's point(s) of contact to explain the study's methodology, objectives, deliverables, and data collection methods. In addition, RGS requests that the County share any classification and compensation issues, concerns, or challenges to ensure the project team has a complete understanding of the project's scope.

Request for Documents

Once the contract is executed, RGS will request and review key background material and documents from the County to understand its current classification, compensation, organizational structure, policies, and procedures.

Typical materials requested include:

- Organizational charts
- Existing classification specifications
- Current salary schedules
- Applicable policies and procedures.
- List of comparator agencies the County has established for similar studies

Study Process

COLLECT DATA FROM COMPARATOR AGENCIES

Using the comparator agencies, RGS will identify comparable classifications within each comparator agency and collect top-step salary data. Comparable classifications will be identified on a "whole job" basis, taking duties, reporting structure, and requirements into consideration, and not by title alone. Furthermore, RGS will collect salary alignment data for the County's comparator agencies to identify any patterns that may exist or practices used when setting salaries for like positions. RGS will conduct a comparative analysis to determine how and/or if the County can implement these practices in determining the internal salary alignment of its positions.

ANALYZE CLASS SPECIFICATIONS

Determining the relationships between positions within each series will assist in building the internal salary alignment structure. To this end, RGS will analyze the class specifications based on the following classification factors:

- Authority and autonomy in decision-making
- Scope and complexity of the work
- Types and frequency of contracts
- Supervision exercised and received
- Knowledge, skills, and abilities required
- Minimum education and experience required

Study Process Overview

DEVELOPMENT INTERNAL SALARY ALIGNMENT RECOMMENDATION

RGS will review, compile, and analyze all information collected through the class specification analysis and review of compensation documents from the County and the comparable agencies. Using this information, RGS will develop a salary recommendation for each class within their respective class series for the County's consideration.

BASE WAGE SALARY STUDY REPORT

RGS will compile and incorporate information gathered in the collaborative review process and finalize the report. The final report will include, at a minimum, the following:

- Executive Summary–including process followed and methodology used
- Salary Study:
    - A list of comparator agencies surveyed as part of the base wage salary survey
    - A list of classifications surveyed
    - Statistics for the base rate of pay (top step) for the benchmark classes, with the percentage above or below the average of market comparators identified
    - Study findings, salary recommendations, and internal alignment recommendations for the non-benchmark classes and those with insufficient market data were found

Assumptions

RGS cost estimates, rates, and scope assume:

- RGS advisors will be available to perform the services during the typical work week.
- RGS team members will maintain communication with each other and County staff.
- Projects and activities may be modified at the County's request (which may affect the timeline, accuracy of the cost estimate, and not-to-exceed amount).
- RGS advisors are employees of RGS and report to RGS administration
- County employees do not report to any RGS employees.
- RGS employees shall have no authority to execute any document on behalf of the County.
- Services will be performed remotely. If any in-person services are requested, the County will be responsible for the expenses and personnel time associated with travel.

RGS is available and willing to perform additional on-call work at hourly rates on an as-needed basis upon request. RGS also provides a variety of services for HR, training, economic development, clerking, communications, and more.

Project Schedule

The following is a tentative project timeline that may be modified with mutual agreement between the County and RGS. Any recognized holidays during the project may affect the timeline.

In addition, staff availability, responsibility, and responsiveness will be critical in completing the project as described in the timeline. Meetings between RGS and the County's points of contact can be scheduled as required. Progress reports can be provided throughout the project as requested. RGS strives to manage the timeline to ensure deadlines are met.

	CLASSIFICATION STUDY	TENTATIVE DATES	RESPONSIBLE PARTY
1	Receive and begin reviewing the County's documents; kick-off Meetings with the County's points of contact to discuss the project.	WEEK 1	County/RGS
2	Data collection from comparable agencies	WEEKS 2-4	County/RGS
3	Analyze data and develop preliminary recommendations	WEEKS 4-5	RGS
4	Status meeting to discuss findings and preminimary recommendations for internal salary alignment	WEEK 5	County/RGS
5	Draft base wage salary survey report and supporting spreadsheets submitted to the County for review	WEEKS 6-7	RGS
6	The County reviews and returns the internal salary alignment study report to RGS with edits	WEEKS 8-9	County
7	Final base wage salary study report submitted to the County	WEEK 10	RGS

Cost Proposal

At RGS, we bill only actual hours attributed to the project at the specific Advisor or Technician's rate. Work will commence upon the County's notification of the project award. Work is performed as agreed and subsequently billed each month based on hours actually worked.

RGS Advisors are skilled at prioritizing projects and working within partner agencies' budgets. Mileage, if applicable, will be calculated and invoiced using the current IRS rate. In calculating the project costs, RGS has considered the most efficient and cost-effective methods while continuously maintaining Human Resources' best practices.

The total project cost for the classification and compensation studies would **not exceed $13,900**. Estimated project costs include:

STAFFING ASSESSMENT PHASES AND ESTIMATED COSTS		
1 Client contact: Kickoff meeting, emails, phone class, status meeting.	**2** Base Wage Salary Survey: Review County and comparator agency documents; determine matched classes; collect salary data; develop findings and salary alignment recommendations.	**3** Study documents: Draft and finalize all documents, including the salary alignment study report.
$1,100	$10,500	$2,300
TOTAL: $13,900		

Hourly rates

The hourly rate for work performed will be billed at the following hourly rates based on the Advisor(s) assigned to the project. RGS adjusts its rates annually. Project billing will reflect newly adopted rates for all hours incurred after June 30, 2026.

RGS TITLE	HOURLY RATE
Strategic Services Consultant	$191
Senior Advisor	$161
Advisor	$137
Technical Specialist	$121
Administrative Specialist	$108

EXHIBIT C

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND REGIONAL GOVERNMENT SERVICES AUTHORITY

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "County") and REGIONAL GOVERNMENT SERVICES AUTHORITY (RGS) (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Section 7.0 TERMINATION**. Paragraph 7.01 of the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

   7.01 During the term of this Agreement, the County or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other 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.

2. **Section 8.0 INDEMNIFICATION**. Section 8.0 of the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

   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) to the extent occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the CONTRACTOR'S performance of the services under 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 to the extent arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the 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. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall be interpreted as obligating RGS to indemnify the County against its own negligence or willful misconduct.

3. **Section 9.0 INSURANCE REQUIREMENTS**. Paragraphs 9.01, 9.02, and 9.03 of the Agreement are hereby amended, retitled, and restated to read in its entirety as follows:

9.01 **Evidence of Coverage:** Prior to commencement of services under 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. Notwithstanding the foregoing, County acknowledges that CONTRACTOR, as a public agency, can, pursuant to California Government Code Section 990, satisfy the insurance requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

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, 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.)

4. **SECTION 10.0 RECORDS AND CONFIDENTIALITY:** Paragraph 10.01 of the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

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. Notwithstanding the foregoing, County acknowledges that CONTRACTOR is a public agency subject to the California Public Records Act (the "CPRA") and will comply with this Agreement to the extent that it does not conflict with CPRA.

********** *End of Exhibit C* **********

Introduced: 2/6/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Housing and Community Development Director or their designee to execute a Funding Agreement with Signal Hill, LLC, for $81,788 to fund biological monitoring services, along with administrative costs, and a contingency fee, for a term beginning upon execution through March 31, 2031;
b. Approve and authorize the Housing and Community Development Director or their designee to execute a Professional Services Agreement with EMC Planning Group, Inc., for $72,351 (Base Budget $62,914 and 15% Contingency Fee $9,438) to provide biological monitoring services related to Coastal Development Permits (PLN100338 and PLN240077) for a term beginning upon execution through March 31, 2031; and
c. Authorize the Housing and Community Development Director or their designee to execute future amendments to both Agreements where the amendments to not significantly alter the scope of work or increase the Agreements' amounts by more than 10% ($8,179 and $7,236, respectively).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Housing and Community Development Director or their designee to execute a Funding Agreement with Signal Hill, LLC, for $81,788 to fund biological monitoring services related to Coastal Development Permits (PLN100338 and PLN240077), along with administrative costs, and a contingency fee, for a term beginning upon execution through March 31, 2031;
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c. Authorize the Housing and Community Development Director or their designee to execute future amendments to both Agreements where the amendments to not significantly alter the scope of work or increase the Agreements' amounts by more than 10% ($8,179 and $7,236, respectively).
[DISTRICT 5]

PROJECT INFORMATION:

Property Owner: Signal Hill, LLC (Massy Mehdipour)
Agent: None
APN: 008-261-007-000
Zoning: Low Density Residential, 1.5 acres per unit with Design Control Overlay (Coastal Zone)

Flagged and Staked: Yes
Project Planner: Mary Israel, israelm@countyofmonterey.gov, (831) 755-5183

SUMMARY:
On August 26, 2025, the Board of Supervisors approved a Coastal Development Permit for the Signal Hill LLC project. Conditions applied to the approval include a requirement for a biological monitor to oversee the restoration of the 1.67 acres on the property. The monitor is required to be provided under contract with the County.

This action proposes a Funding Agreement ("FA") between the applicant (Signal Hill LLC) and the County of Monterey ("County") wherein, the applicant agrees to pay the County for the costs of providing the monitoring services. This action also includes a Professional Services Agreement ("PSA") between the County and EMC Planning Group to provide the monitor required by the permit conditions. All funding for the services will be paid by the applicant through the FA.

DISCUSSION:
The Signal Hill, LLC project was approved by the Board of Supervisors in 2023. That approval included the "Reduced Project" alternative, described in the Project Environmental Impact Report (SCH No. 2015021054) which was certified with Board Resolution 23-236. The Board decision required subsequent review of a final design for a new home on the property. The new home was required to remain in the footprint of the demolished structure. Along with this approval, the Board adopted a Mitigation Monitoring and Reporting Plan (MMRP) (Board Resolution 23-237).

Subsequent review of the new home design was approved by the Board of Supervisors on August 26, 2025 (Resolution No. 25-334) (**Attachment 2**). That approval included a condition, carried forward from the 2023 approval, requiring a dune habitat restoration and a conservation scenic easement on 1.67 acres of the property. The condition requires that the dune habitat restoration be monitored by a biologist who is under contract with the County.

The proposed PSA with EMC Planning is a contract to provide the required biological monitoring services. The PSA is accompanied by a FA with the project applicant so that the applicant is providing funding to the County to pay for the services provided.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed the Funding Agreement and the Professional Services Agreement ("PSA") as to form and legality, and fiscal provisions, respectively.

FINANCING:
Pursuant to the terms of the FA between the Project Applicant, and the County, the biological monitoring services to be performed by the Contractor under the PSA, as well as the Project Contingency Fee and County Contract Administration Fee, will be paid by the Project Applicant upon approval of the FA. Separate fees for County staff costs associated with the Project will be paid by the Project Applicant in accordance with the County of Monterey Land Use Fee Schedule. The FA and the PSA are structured so that there is no cost to the County and no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed agreements support the County's strategic goal of efficient and effective resource management and promote responsiveness, accountability, transparency, and strong customer service.

Well-Being and Quality of Life
Sustainable Infrastructure for the Present and Future
Safe and Resilient Communities
Diverse and Thriving Economy
x Other: Administration

Prepared by: Kathleen Nielsen, Management Analyst II, 755-4832
Reviewed by: Mary Israel, Supervising Planner, 755-5183
Approved by: Craig Spencer, Director, HCD

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Funding Agreement
Attachment 2 - Resolution No. 25-334

Introduced: 2/6/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Housing and Community Development Director or their designee to execute a Funding Agreement with Signal Hill, LLC, for $81,788 to fund biological monitoring services, along with administrative costs, and a contingency fee, for a term beginning upon execution through March 31, 2031;
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PROJECT INFORMATION:

Property Owner: Signal Hill, LLC (Massy Mehdipour)
Agent: None
APN: 008-261-007-000
Zoning: Low Density Residential, 1.5 acres per unit with Design Control Overlay (Coastal Zone)
Flagged and Staked: Yes

Project Planner: Mary Israel, israelm@countyofmonterey.gov, (831) 755-5183

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The Offices of the County Counsel and Auditor-Controller have reviewed the Funding Agreement and the Professional Services Agreement ("PSA") as to form and legality, and fiscal provisions, respectively.

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The proposed agreements support the County's strategic goal of efficient and effective resource management and promote responsiveness, accountability, transparency, and strong customer service.

	Well-Being and Quality of Life
	Sustainable Infrastructure for the Present and Future
	Safe and Resilient Communities
	Diverse and Thriving Economy
x	Other: Administration

Prepared by: Kathleen Nielsen, Management Analyst II, 755-4832
Reviewed by: Mary Israel, Supervising Planner, 755-5183
Approved by: Craig Spencer, Director, HCD

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Draft Funding Agreement
Attachment 2 - Resolution No. 25-334

Attachment 1

Draft Funding Agreement
with EMC Planning Group, Inc.

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FUNDING AGREEMENT
FOR
SIGNAL HILL, LLC
BIOLOGICAL MONITORING SERVICES

THIS FUNDING AGREEMENT ("AGREEMENT") is made and entered into by and between the County of Monterey, a political subdivision of the State of California ("County") and Signal Hill, LLC ("PROJECT APPLICANT') (collectively, the "Parties") and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANT has been granted by the County a Combined Development Permit (PLN100338) for demolition and new construction of a residence of similar size and a Coastal Development Permit and Design Approval (PLN240077) (together, "Project") for construction of a new single-family home within the footprint of the demolished residence at 1170 Signal Hill Drive, Pebble Beach, California. The Project includes construction of a new residence, driveway, landscaping and other residential amenities and restoration of 1.67 acres of Environmentally Sensitive Habitat Area. To support the Project, the County requires the PROJECT APPLICANT to fund restoration monitoring and biological services during construction (Board Resolution No. 23-237 Condition of Approval Nos. 17, 25 and related, including Board Resolution No. 25-334 Condition No. 9). Tasks include restoration monitor duties and project administration, worker environmental awareness training, preconstruction surveys for special-status wildlife species, biological monitoring, nesting bird surveys, review of a proposed Conservation and Scenic Easement area, cost estimate for Dune Restoration, Dune Restoration annual monitoring and reporting, protective fencing monthly monitoring, Landscape Plan review, Wetland Area flagging and monitoring, and weekly stockpile and staging, noise control, and spill prevention construction compliance checks.

B. A fundamental premise of this AGREEMENT is that nothing is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for, the Project, in exchange for PROJECT APPLICANT's obligation to fund the cost of retaining CONTRACTOR.

C. The County and PROJECT APPLICANT make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to, the California Environmental Quality Act of 1970 (Public Resources Code Section 21000 et seq., hereafter "CEQA") and State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq., hereafter "Guidelines") and the Monterey County Code.

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, PROJECT APPLICANT AND COUNTY AGREE AS FOLLOWS:

1. Deposits to Fund Services and County Fee for Contract Administration
PROJECT APPLICANT shall deposit an amount equal to the base budget amount of the CONTRACTOR's proposal for preparation of an IS-MND, the Project Contingency fee, and the County Administration fee. This totals $81,787.56 and includes:

CONTRACTOR's Base Budget	$62,913.50
Project Contingency (15%)	9,437.03
County Project Management/Contract Administration (15%)	9,437.03
	$81,787.56

PROJECT APPLICANT shall deposit $81,787.56 with the County of Monterey Housing and Community Development Department (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANT's deposit of $81,787.56 with the County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Project Contingency
An additional fifteen percent (15%) of CONTRACTOR's Base Budget is included in the AGREEMENT between the County and the PROJECT APPLICANT and is allocated for contingencies. Transfer of any Project Contingency funds to the Base Budget requires the approval of both the County and the PROJECT APPLICANT. Within five (5) working days of receipt of the County's request, the PROJECT APPLICANT shall approve or disapprove the request. This fifteen percent (15%) Project Contingency totals $9,437.03 and is subject to the procedures set forth in this AGREEMENT.

3. County Contract Administration Fee
The fifteen percent (15%) County Project Management/Contract Administration Fee of $9,437.03 shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey. This fee is non-refundable.

4. Maximum Budget Under AGREEMENT
The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is $81,787.56.

CONTRACTOR's Base Budget	$62,913.50
Project Contingency (15%)	9,437.03
County Project Management/Contract Administration (15%)	9,437.03
MAXIMUM CHARGE UNDER THIS AGREEMENT	**$81,787.56**

5. Engagement of CONTRACTOR
CONTRACTOR shall be responsible only to the County, and nothing in this AGREEMENT imposes any obligation on the County or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to assisting with the processing of the Project.

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CONTRACTOR's contact with PROJECT APPLICANT shall only be through the County. PROJECT APPLICANT, its agents, employees, consultants, representatives, or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Payment(s) to CONTRACTOR by County

   a. CONTRACTOR
   CONTRACTOR's invoices shall be paid from the Base Budget funds deposited by PROJECT APPLICANT and shall be paid in accordance with the terms of Section B of Exhibit "A" of this AGREEMENT (Attachment 1).

   Should this AGREEMENT be terminated prior to March 31, 2031, any unearned balance of the Base Budget deposited by PROJECT APPLICANT shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by the County.

   b. Project Contingency
   An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed $9,437.03, will be allocated to potential project contingencies. Transfer of any Project Contingency funds into the Base Budget requires the approval of both the County and the PROJECT APPLICANT. PROJECT APPLICANT shall approve or disapprove the transfer request within five (5) working days of receiving of the County's request. This fifteen percent (15%) Project Contingency is subject to the procedures set forth in this AGREEMENT.

   If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, the CONTRACTOR may incur extra costs, which could result in another Request for Transfer from Project Contingency.

6. Relationship to Other Charges
PROJECT APPLICANT and the County agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by the County.

7. No Promise or Representation
The Parties agree that nothing in the AGREEMENT is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for the Project, it being understood that PROJECT APPLICANT's funding obligation under AGREEMENT is undertaken without regard to the County's actions regarding the Project.

8. Term
AGREEMENT shall become effective upon execution, and continue through March 31, 2031, unless terminated pursuant to Paragraph 9 of the AGREEMENT.

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9. Termination
AGREEMENT shall terminate on March 31, 2031, but may be terminated earlier by PROJECT APPLICANT or the County by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

10. Entire Agreement
AGREEMENT and its attachments constitute the entire AGREEMENT between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

11. Negotiated Agreement. It is agreed and understood by the Parties that the AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.

12. Assignment. Neither the County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

13. Amendment. This AGREEMENT may be amended, modified, or supplemented only in writing by both Parties.

14. Contracting Officer. The contracting officer of the County, and the only entity authorized by law to make or amend the AGREEMENT on behalf of the County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.

15. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

16. Governing Law. AGREEMENT shall be construed, interpreted, and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

17. Construction. The language in all parts of the AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

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18. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the Parties and that the Parties are not joint venturers or partners.

19. Indemnification. PROJECT APPLICANT agrees to defend, indemnify, and hold the County harmless in any action brought by any third party in which the authority of the County to enter into AGREEMENT or the validity of AGREEMENT is challenged.

20. 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.

21. Notices. Notice to the Parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY:	Mary Israel, Supervising Planner County of Monterey Housing and Community Development 1441 Schilling Place, South 2nd Floor Salinas, CA 93901 (831) 755-5183 israelm@countyofmonterey.gov
TO PROJECT APPLICANT:	Massy Mehdipour Signal Hill, LLC 55 Camino Por Los Arboles Atherton, CA 94027 (650) 380-3187 massy@jotter.com

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Funding Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: N/A
Chief Contracts and Procurement Officer

Date:

By:
Craig W. Spencer, Director

Date:

SIGNAL HILL, LLC

By: DocuSigned by: Massy Mehdipour
Massy Mehdipour, Member

Date: 2/5/2026

Approved as to Form
County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by:
Reed Gallogly, Deputy County Counsel

Date: 2/5/2026

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Andrea Valentine
Auditor/Controller

Date: 2/5/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (California Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of the County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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Attachment 1

Draft Professional Services Agreement
with EMC Planning Group, Inc.

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and EMC Planning Group, Inc. ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide biological construction compliance services for construction of a new single-family home.

2. PAYMENTS BY COUNTY. The 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 **$72,350.53**.

3. TERM OF AGREEMENT. The term of this Agreement is from **execution to March 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.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02 CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

9. INSURANCE.

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Key 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.)

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) 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 service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) 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 (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which

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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 the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the 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 the 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 (3) 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- (3-) 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 (3) years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the County.

10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II Name and Title	Janet Walther, M.S., Principal Biologist Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901 Address	601 Abrego Street Monterey, CA 93940 Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov Phone/Email	(831) 649-1799 ext. 209 walther@emcplanning.com Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

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16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive, and both the County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts and Procurement Officer

Date: _____

By: _____
Craig W. Spencer, HCD Director (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: _____
Reed Gallogly, Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: N/A
David Bolton, Risk Manager

Date: _____

CONTRACTOR

EMC PLANNING GROUP, INC.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice President) *

Michael J. Groves, President
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Michael J. Groves, Secretary
Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Task 1 – Restoration Monitor Duties and Project Administration

CONTRACTOR, per condition 17 of the Mitigation Monitoring and Reporting Plan (MMRP) of Board Resolution No. 23-237 as refined by Board Resolution No. 25-334, shall provide services as "Restoration Monitor" or "Environmental Monitor" and be responsible for providing environmental mitigation measure compliance. This task includes project management, administration, and communication with the County in its budget.

Deliverable: Six (6) conference calls with County are included in this task.

Task 2 – Worker Environmental Awareness Training

2.1 CONTRACTOR, per condition 18 of the MMRP, shall conduct an Environmental Awareness training to include providing documentation to the County demonstrating participation of the construction and habitat restoration personnel acknowledging their participation in environmental awareness training.

2.2 CONTRACTOR shall produce and print training brochures and materials for three (3) training sessions: prior to grading, building, and landscaping/restoration activity.

Deliverable: Three (3) training events with three (3) crews.

Task 3 – Preconstruction Surveys and Monitoring for California Legless Lizard and Coast Horned Lizard

3.1 CONTRACTOR, per conditions 17 and 19 of the MMRP, shall conduct a survey within 30 days prior to site grading within the construction footprint for California legless lizards, coast horned lizard, or other reptiles.

3.2 CONTRACTOR shall conduct monitoring services during site grading activities.

3.3 CONTRACTOR shall provide to the County a letter detailing the results of the surveys.

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Schedule: One (1) survey within 30 days prior to ground disturbance, 14 full days of monitoring during construction phase grading.

Deliverable: Preconstruction survey report, monitoring report.

Task 4 – Dune Restoration Monitoring and Reporting

CONTRACTOR, per condition 20 of the MMRP, shall follow the Dune Restoration Plan monitoring and reporting schedule, updated based on current timing and conditions of approval (see table below). CONTRACTOR shall submit monitoring reports to the County.

Tasks	Estimated Timing	Responsible Party
Spray ice plant mats in Habitat Restoration Area (HRA)	October 2026 (or winter 2025/2026 if conditions allow)	Landscaper/laborers under direction of CONTRACTOR
Remove European beach grass in HRA	January through June 2026	Landscaper/laborers under direction of CONTRACTOR
Stabilize bare sand, if necessary	January through June 2026	Landscaper/laborers under direction of CONTRACTOR
Select Project Biologist	Prior to issuance of demolition/grading permits	County
Inform construction crews of sensitive habitat areas and install protective fencing	Prior to initiation of demolition or ground-disturbing activities	CONTRACTOR
Monitor construction activities	Weekly during ground-disturbance activities	CONTRACTOR
Collect native plant seeds and cuttings	April through November 2026	Landscaper/laborers under direction of CONTRACTOR
Grow native plants in nursery	April to February 2027	Native plant nursery
Install nursery plants in HRA	October to December 2027 as directed by Project Biologist	Landscaper/laborers under direction of CONTRACTOR
Install landscaping in Landscape Area (LA)	As soon as possible following completion of site grading and construction	Landscaper/laborers under direction of CONTRACTOR
Monitor habitat in HRA	Quarterly for three years beginning six months after initial removal of invasive plants	CONTRACTOR
Maintenance of HRA	As directed by Project Biologist for first five (5) years following implementation of restoration plan.	Landscaper/laborers under direction of CONTRACTOR
Quantitative data collection in HRA	Annually in the summer for five (5) years following initial restoration activities	CONTRACTOR

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Tasks	Estimated Timing	Responsible Party
Prepare monitoring report for HRA	Annually until the end of the five-year monitoring period. (Final report shall consider the potential need to conduct additional restoration.)	CONTRACTOR
Long-term management of HRA	As recommended by Project Biologist in report prepared at end of monitoring period	Landscaper/homeowner
Maintenance of LA	As directed by homeowner in compliance with Project landscape objectives	Landscaper/homeowner

Schedule: 14 dune restoration monitoring site visits
Deliverable: Five (5) annual monitoring reports, at minimum (issues with restoration activities may be included in the monthly reporting for PLN100338 Cond. Nos. 26, 27)

Task 5 – Nesting Bird Survey

5.1 CONTRACTOR, per condition 21 of the MMRP, shall conduct a nesting bird survey if construction activities are within the typical nesting bird season (March 1 – September 30). Surveys shall be conducted within the project area and within a 500-foot radius.

5.2 CONTRACTOR, per conditions 21 and 22 of the MMRP, shall document all active nests and submit a letter report to the County and California Department of Fish and Wildlife (CDFW) documenting project compliance with the Migratory Bird Treaty Act and applicable project mitigation measures.

Schedule: One (1) survey within 14 days prior to ground disturbance
Deliverable: Preconstruction survey report

Task 6 – Confirmation of Conservation and Scenic Easement

CONTRACTOR shall, per condition 23 of the MMRP, review the draft Conservation and Scenic Easement (CSE) Deed. The area of the CSE shall adhere to the area of the Dune Restoration, per condition 9 of Board Resolution No. 25-334, which modified condition 23 of the MMRP as follows:

> "Environmentally Sensitive Habitat Areas located outside the construction area by establishing deed restrictions or a permanent open space conservation and scenic easement to be granted to the Del Monte Forest Foundation. The deed restrictions/easement shall encompass the 1.67-acre area proposed for dune scrub restoration shown in Figures 2-3, and 4.2-2 [of the project EIR]. The restrictions shall designate the easement area as a native dune scrub restoration area and environmentally Sensitive Habitat Area, where only habitat restoration and other resource dependent uses are permitted. The only deviations from such restrictions may be to repair existing sewer cleanouts and associated sewer pipes that are located in the area. The deed restrictions shall require any future work on the sewer cleanouts and associated piping to be

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monitored by a qualified biologist and all disturbance areas to be restored to central dune scrub habitat per the specifications put forth in the applicant's Dune Restoration Plan."

Schedule: Review document immediately upon contract.

Task 7 – Dune Restoration Plan Planting and Establishment Cost Estimate

CONTRACTOR, per condition 24 of the MMRP, shall provide the County with a cost estimate of the amount necessary to plant and establish a 1.67-acre habitat restoration area per the Dune Restoration Plan. The estimate will include annual site visits and assessment reports for five (5) years.

Deliverable: Cost estimate for restoration area planting and establishment, including Landscaper/laborer costs included in Task 4 above.

Task 8 – Dune Restoration Plan Annual Monitoring and Reporting

CONTRACTOR, per condition 25 of the MMRP, shall conduct annual site visits and provide assessment reports of the restoration success for five (5) years. At the end of the five-year monitoring period, CONTRACTOR shall prepare a final monitoring report for submission to the County.

(From Task 4 above)
Schedule: 14 dune restoration monitoring visits
Deliverable: Five (5) annual monitoring reports

Task 9 – Protective Fencing

9.1 CONTRACTOR, per condition 26 of the MMRP, shall ensure delineation fencing that excludes adjacent Environmentally Sensitive Habitat Area from disturbance is installed correctly and maintained throughout the construction period.

9.2 CONTRACTOR, per condition 27 of the MMRP, shall monitor the stockpiles and staging areas during construction to ensure impacts to the sand dune habitat are minimized.

9.3 CONTRACTOR shall provide monthly monitoring reports to the County during the construction period.

Deliverable: Twelve (12) monthly monitoring reports to be included in weekly monitoring reports per Task 11.

Task 10 – Review Landscape Plan

CONTRACTOR, per condition 29 of the MMRP, shall act as an environmental monitor and shall review the project plant species landscape plan for consistency with the mitigation measures.

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Listed plant species shall be drought tolerant, and the landscape materials shall not include any plant species that are identified on the most recent version of the California Invasive Plan Council Invasive Plant Inventory. All listed plan species shall be appropriate for Signal Hill dune habitat of the Del Monte Forest area.

Deliverable: Memo reviewing landscape plan for consistency with mitigation measures.

Task 11 – Flagging of Wetland Area

CONTRACTOR, per condition 33 of the MMRP, shall ensure that the coastal wetland in the dune restoration area is appropriately flagged at its perimeter. No Mexican rush removal will be permitted. Any vegetation removal efforts within 25 feet of the coastal wetland shall be implemented by hand.

CONTRACTOR shall act as the environmental monitor and will submit weekly monitoring reports to the County demonstrating compliance during construction. For purposes of this proposal, 52 weekly compliance reports over 12 months of construction are included.

Deliverable: 52 weekly compliance reports

Task 12 – Spill Prevention Monitoring

12.1 CONTRACTOR, per condition 37 of the MMRP, shall monitor that spill prevention and clean-up materials shall be on-site at all times during construction.

12.2 CONTRACTOR shall act as the environmental monitor and will submit weekly monitoring reports to the County demonstrating compliance during construction.

Deliverable: Monitoring notes to be included in the 52 weekly compliance reports proposed in Task 11.

Task 13 – Noise Control Monitoring

13.1 CONTRACTOR, per condition 42 of the MMRP, shall monitor noise control during construction. Noise attenuation measures shall be listed on Notes for the construction plans as described in Mitigation Measure NOI/MM-1.1, condition 42.

13.2 CONTRACTOR shall ensure compliance with the measures on the construction plan notes and shall submit weekly monitoring reports to the County demonstrating compliance during construction.

Deliverable: Monitoring notes to be included in the 52 weekly compliance reports proposed in Task 11.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Assumptions: The following assumptions are included with this scope of work and budget. If the scope is exceeded, a contract amendment may be requested.

- Initial grading will require 14 full days of monitoring;
- Project construction will span 13 months, thereby requiring 52 weekly compliance inspections and reports;
- Quarterly Due Restoration monitoring is required for three years beginning six months after initial removal of invasive plants and all data from these visits shall be attached to and inform annual monitoring reports;
- A biologist/environmental monitor will be required to conduct each of the weekly compliance inspections;
- If special-status species are found at any time, measures to avoid or minimize impacts may be required, and/or consultation with the appropriate resource agencies;
- Nesting bird surveys may be repeated in the same work area if restoration activities are stopped for more than 14 days during the nesting bird season;
- Labor associated with seed collection, growing, restoration planting, invasive removal, and erosion control measures is excluded from this scope of work; and
- Labor and costs associated with adaptive management actions required if success criteria are not met are excluded from this scope of work.

A.2 Reports under this Agreement shall be sent to:

Mary Israel, Supervising Planner
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-5183
israelm@countyofmonterey.gov

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $72,350.53, including a 15% contingency fee of $9,437.03, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task No.	Task Title	Hours	Amount
1	Restoration Monitor Duties & Project Administration	24	$ 5,260.00
2	Worker Environmental Awareness Training (3 site visits)	13	2,465.00

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Task No.	Task Title	Hours	Amount
3	Pre-construction Surveys & Monitoring	138	17,365.00
4 & 8	Dune Restoration Monitoring & Reporting	61	11,585.00
5	Nesting Bird Survey	7	1,355.00
6	Confirmation of Conservation & Scenic Easement	1	185.00
7	Dune Restoration Plan Planting & Establishment Cost Estimate	8	1,600.00
10	Review Landscape Plan	2	370.00
9, 11, 12, 13	48 Weekly Compliance Inspections & Reports	164	20,110.00
	Subtotal	426	$61,775.00
	Additional Costs		$1,138.50
		TOTAL	**$62,913.50**

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov:

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Biological Monitoring Services for Signal Hill LLC Budget							
Task	**EMC Planning Group Inc.**						
Staff	Senior Principal	Principal Biologist	Associate Biologist	Associate Biologist Const. Monit.	Graphics	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$295.00	$245.00	$185.00	$120.00	$150.00		
Task 1 Restoration Monitor Duties and Project Administration	2.0	10.0	12.0	0.0	0.0	24.0	$5,260.00
Task 2 Worker Environmental Awareness Training (3 site visits)	0.0	1.0	12.0	0.0	0.0	13.0	$2,465.00
Preconstruction Surveys and Monitoring for California Legless Lizard and Coast Horned Lizard (1 survey, 14 days monitoring,	0.0	1.0	10.0	126.0	1.0	138.0	$17,365.00
Task 4, Task 8 Dune Restoration Monitoring and Reporting (14 dune restoration monitoring visits, 5 reports)	0.0	5.0	56.0	0.0	0.0	61.0	$11,585.00
Task 5 Nesting Bird Survey (1 survey, report)	0.0	1.0	6.0	0.0	0.0	7.0	$1,355.00
Task 6 Confirmation of Conservation and Scenic Easement	0.0	0.0	1.0	0.0	0.0	1.0	$185.00
Task 7 Dune Restoration Plan Planting and Establishment Cost Estimate	0.0	2.0	6.0	0.0	0.0	8.0	$1,600.00
Task 10 Review Landscape Plan	0.0	0.0	2.0	0.0	0.0	2.0	$370.00
Task 9, Task 11, Task 12, Task 13 (48 Weekly Compliance Inspections and Reports)	0.0	2.0	0.0	156.0	6.0	164.0	$20,110.00
Subtotal (Hours)	2.0	22.0	113.0	282.0	7.0	**Total Hours**	**Total Cost**
Subtotal (Cost)	$590.00	$5,390.00	$20,905.00	$33,840.00	$1,050.00	**426.0**	**$61,775.00**

Anticipated Overtime Costs	
	$0.00

Additional Costs	
Production/Printing Costs	$0.00
Travel Costs	$890.00
Postal/Deliverables	$0.00
Miscellaneous (flagging, misc. construction materials)	$100.00
Administrative Overhead 15%	$148.50
Total	**$1,138.50**

Total Costs	
	$62,913.50

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Attachment 2

Resolution 25-334

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Before the Board of Supervisors
County of Monterey, State of California

In the matter of the application of:
SIGNAL HILL LLC (PLN240077)
RESOLUTION NO. 25-334

Resolution by the County of Monterey Board of Supervisors to:

1) Partially uphold the appeals by Samuel Reeves and the Alliance of Monterey Area Preservations, from the April 30, 2025 Planning Commission decision approving the Design Approval;
2) Uphold the appeal by Massy Mehdipour, Applicant, from the April 30, 2025 Planning Commission decision approving the Design Approval with Condition No. 10;
3) Consider the previously certified Final Environmental Impact Report (FEIR) (SCH#2015021054) for the Signal Hill LLC project, and find that the Proposed Project is consistent with Alternative 6 of the FEIR and does not warrant an addendum pursuant to CEQA Guidelines section 15162;
4) Approve a Design Approval for construction of an approximately 7,690 square foot two-story single-family dwelling inclusive of a two-car garage with colors and materials of light brown stucco body and black metal clad wood accents and a gravel roof that fulfills the requirements of the "Reduced Project," Alternative 6 of the Final EIR;
5) Approve a Coastal Development Permit to allow the relocation of two Cypress trees;
6) Approve a Variance for structural development in front setback; and
7) Amend Condition No. 23 of Resolution No. 23-237 to increase the conservation scenic easement for the project to 1.67-acre area.

[1170 Signal Hill Road, Pebble Beach, Del Monte Forest Area Land Use Plan (APN: 008-261-007-000)]

The Signal Hill LLC application for a Design Approval, Coastal Development Permit for tree relocation, and Variance to front setback (PLN240077) (the Proposed Project) came on for public hearing before the County of Monterey Board of Supervisors on July 8, 2025 and August 26, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors finds and decides as follows:

FINDINGS

1. FINDING: **PROCESS, PROJECT DESCRIPTION AND CONSISTENCY** – The County has processed the subject application for construction of a single-family dwelling (Planning File No. PLN240077/Signal Hill LLC) in compliance with all applicable procedural requirements. The project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.

EVIDENCE:

a) Conformance with Plans. Staff reviewed the updated Project for consistency with the text, policies, and regulations in:
- the 1982 Monterey County General Plan;
- Del Monte Forest Area Land Use Plan (LUP);
- Monterey County Coastal Implementation Plan Part 5 (CIP, Coastal Zoning Ordinance);
- Monterey County Zoning Ordinance (Title 20);
- The adopted Final EIR for the Signal Hill project; and
- Board Resolutions related to the development of the site.

Public comment submitted during project review alleged that the project was inconsistent with the text, policies, and regulations in these documents on various grounds. These comments have been considered and appropriate revisions to the project and conditions of approval have been made. Contentions of the appeal are discussed in Finding No. 10.

b) Project Description. The Proposed Project is for construction of an approximately 7,690 square foot two-story single-family dwelling inclusive of a two-car garage with colors and materials of light brown stucco body and black metal clad wood accents and a gravel roof. The project includes tree relocation (limited to 2 Cypress trees) to accommodate new construction.

c) Allowed Use. The property is located at 1170 Signal Hill Road, Pebble Beach (Assessor's Parcel Number 008-261-007-000), Del Monte Forest Area Land Use Plan (LUP). The parcel is zoned "LDR/1.5-D (CZ)" (Low Density Residential, 1.5 acres per unit with Design Control Overlay [Coastal Zone]), which allows residential uses. This Proposed Project consists of construction of a new single-family dwelling with

associated site improvements for residential use. Tree removal proposed as part of the project is analyzed for consistency with the LUP, CIP, and Title 20 Zoning Ordinance and a Coastal Development Permit with supporting finding is part of this entitlement. Therefore, the Proposed Project is an allowed land use for this site.

d) Project Background. On May 9, 2023 and June 27, 2023, the Board of Supervisors heard appeals from Raymond Neutra, Samuel Reeves, and the Alliance of Monterey Area Preservationists (AMAP) of the Planning Commission's January 25, 2023 grant of a Combined Development Permit for this property based on the EIR's "Reduced Height Project" Alternative (Alternative 9 of the EIR). On June 27, 2023, the Board approved a Combined Development Permit for the "Reduced Project" (Alternative 6 of the Final EIR), in concept, as there were no plans prepared for it to be reviewed at the hearing (Resolution No. 23-237). Resolution No. 23-237 included approval of a Coastal Administrative Permit to construct a new single-family residence of similar size as the existing residence. The Board also approved a Coastal Administrative Permit to demolish the Connell House. The Board's motion adopting its decision included the "stipulation that the construction is in the footprint of the Connell House as it was" (motion statement by Chair Church at minute 3:41 of June 27, 2023 Board hearing zoom recording). The building footprint of the Connell House did not conform to the 30-foot front setback of the LDR zoning district. The Board did not specify that the development footprint should be shifted out of the setbacks. On June 27, 2023, the Board of Supervisors also adopted Resolution No. 23-236, which adopted the Final EIR prepared for the Signal Hill LLC project together with a Statement of Overriding Considerations. The Board approved Condition No. 23 specifying that the project's CSE would be at least 2:1 in size for the area disturbed by the construction of the reduced project.

e) The Final EIR describes its Reduced Project Alternative 6 as subject to these constraints: reduce the size of the proposed single-family residence to stay within the existing developed footprint and to avoid building heights that extend above the ridgeline (EIR Chapter 5, page 5-9). In approving the Coastal Administrative Permit to construct a residence, the Board directed "that the construction is in the footprint of the Connell House as it was" (motion statement by Chair Church at minute 3:41 of June 27, 2023 Board hearing, zoom recording).

f) In approving the Reduced Project concept (Resolution No. 23-237), the Board of Supervisors prohibited the replacement single-family dwelling from expanding beyond the building

footprint of the previous dwelling. The plans attached to this Resolution, inclusive of roofs, decks, and hardscapes, do not expand beyond the Connell House's historic footprint and it is designed at a height that does not constitute ridgeline development.

g) Design Review. The site is in a Design Control (D) Zoning District. The purpose of the Design Control Zoning District is to provide a district for the regulation of the location, size, configuration, materials, and colors of structures and fences in those areas of the County where the design review of structures is appropriate to assure protection of the public viewshed, neighborhood character, and to assure the visual integrity of certain developments without imposing undue restrictions on private property. The Signal Hill LLC project has been reviewed for siting, design, colors, materials, height, character, and viewshed impacts. Project siting is generally in the same location as the previous house, close to Signal Hill Road, with Cypress trees on either side of it. The Proposed Project includes exterior colors and materials of light brown stucco body and black metal clad wood accents and a gravel roof (see attached plans). The homes in this area have a variety of architectural styles. As proposed, the design and architectural elements are consistent with the mixed neighborhood character. The proposed colors, materials, bulk, and mass will not detract from the surrounding environment and are consistent with the surrounding residential neighborhood character.

h) Development Standards. As detailed in the attached plans, the Proposed Project meets all required development standards established in Title 20, except the front setback, which conforms with the Board of Supervisors' direction. Title 20, Chapter 20.14 establishes the development standards for the subject parcel, zoned Low Density Residential with a maximum gross density of 1.5 acres/unit and a Design Control Overlay or "LDR/1.5-D(CZ)." Required setbacks for main structures are 30 feet (front) and 20 feet (rear and side). The original Connell House was in the front setback. The direction of the Board of Supervisors on the Proposed Project, when it gave its conceptual approval, was to site the new structure in the same building footprint as the previous single-family dwelling. To comply with this direction, the Proposed Project will continue to be within the front setback. A Variance to setback regulations was requested and is part of this decision (Finding No. 9).

The maximum height of the main dwelling is 25.5 feet above average natural grade (ANG), meeting the 30-foot height maximum for this zoning district. The maximum allowable

building site coverage is 15 percent (14,146 square feet/94,307 square feet), and the project will result in building site coverage of less than 4.4 percent (4,122 square feet/94,307 square feet). The maximum allowable floor area ratio is 17.5 percent (16,504 square feet), and the project will have a floor area ratio of approximately 8.15 percent (7,689.9 square feet). The Proposed Project meets the required height, building site coverage, and floor area ratio regulations.

i) Tree Removal. Two Monterey Cypress trees will be transplanted for the development. An Arborist Report prepared for the PLN100338 project concluded that the trees are not within the native habitat identified as a type of ESHA in Figure 2a of the Del Monte Forest Land Use Plan. The existing trees are in the front setback of the previous development and the proposed replanting locations are also near the proposed structure on the same side. The proposed project that was appealed to the Board of Supervisors requested removal of a third Monterey Cypress tree, but it was identified as part of a previous Coastal Development Permit and Restoration Plan (Resolution No. 13-021 for PLN100418). The Board does not find evidence to require that the Cypress tree near the existing driveway that was required to be replanted under prior permits must now be relocated. Therefore, the Applicant has agreed that this tree shall be protected in place during construction. The replanting of the two permitted trees shall be overseen by a qualified arborist and a 5-year monitoring program shall be followed as was required for all replanted trees on the property. This requirement ensures the health and survival of the Cypress trees and long-term screening of the development. Tree removal is addressed in Finding 4 of this Resolution.

j) Development on Slopes. Pursuant to section 20.64.320 of the Monterey County Coastal Implementation Plan Part 1 (Coastal Zoning Ordinance), a Coastal Development Permit is required for development on slopes of 30% or greater. The Proposed Project involves development on approximately 800 square feet of area containing slopes greater than 30%. The Proposed Project minimizes development on slopes and a geotechnical report recommends that the development on slopes is feasible. A Coastal Development Permit for development on slopes was included in the Board of Supervisors' Resolution No. 23-237. Conditions applied to the previous permit (PLN100338) for potential impacts due to development on slopes required actions that have begun and will continue to be implemented; no further mitigation is required.

k) Development within 100 feet of Environmentally Sensitive Habitat. Pursuant to section 20.14.030.E, of the Coastal Zoning Ordinance, a Coastal Development Permit is required for

development within 100 feet of Environmentally Sensitive Habitat Areas (ESHA). The site is in coastal sand dune habitat, which the LUP and CIP deem protected. With grading and construction, staging areas, up to 0.39 acres will be impacted from construction of the Proposed Project. Restoration of native dune habitat is proposed. A Coastal Development Permit for development within 100 feet of ESHA was included in Board of Supervisors' Resolution No. 23-237. Conditions applied to the previous permit (PLN100338) for potential impacts to ESHA required actions that have begun and will continue to be implemented and no further mitigation is required. See Finding 6 for discussion of biological resource mitigations.

When development is allowed within 100 feet of ESHA, LUP ESHA Policy 13 requires some portion of the property to be conserved in a Conservation and Scenic Easement Deed (CSED). The Planning Commission found the CSED requirement of Board Resolution No. 23-237, which was for a 2:1 ratio of construction impacted area, to be insufficient to protect the sand dune ESHA outside of the structures allowed for development by this permit. The applicant has offered to extend the Conservation and Scenic Easement (CSE) to cover all areas of the property that are planned for restoration, 1.67 acres. This is in keeping with the Final EIR's recommendation for a CSE based on the originally proposed, much larger project.

LUP Policy 17 recommends that the remnant native sand dune habitat along the shore in the Spanish Bay planning area, on Signal Hill near the former Spyglass Quarry, and adjacent to 17-Mile Drive in the Spyglass Cypress planning area to be preserved through open space CSE conveyed to the Del Monte Forest Foundation. By increasing the size of the CSE, the Project will be more consistent with the LUP. As part of this approval, the Board amends Board Resolution no. 23-237 Condition No. 23 (BIO/MM-3.1), adjust the CSE size to 1.67 acres and provide that the CSE shall cover all restored areas.

Prior to issuance of construction permits, Applicant shall submit to the County of Monterey HCD – Planning, for its review and approval, a CSE exhibit (plat and legal description) that illustrates complete sand dune preservation where it is expected to be restored. The Deed shall allow habitat restoration; other resource dependent uses are permitted. The only deviations from such restrictions may be to repair existing sewer cleanouts and associated sewer pipes that are located in

the area. The deed restrictions shall require any future work on the sewer cleanouts and associated piping to be monitored by a qualified biologist and all disturbance areas to be restored to central dune scrub habitat per the specifications put forth in Applicant's Dune Restoration Plan. Applicant/Owner shall record the approved easement reflecting compliance with the measure prior to issuance of the construction permit. (Condition No. 9).

l) Development within 750 feet of known archaeological resources. Pursuant to LUP Policy 58 and CIP section 20.147.080.B, an archaeological survey was prepared for PLN100338. The general surface reconnaissance on the subject parcel had results that were negative for resources, but the report's research found a known prehistoric site within 750 feet of the project site. A Coastal Development Permit is required for development within 750 feet of a known archaeological site was included in the Board of Supervisors' Resolution No. 23-237. Conditions applied to the previous permit (PLN100338) for potential impacts to archaeological resources required actions that have begun and will continue to be implemented, and no further mitigation is required. See Finding 6 for discussion of (AR/MM-1.1), (AR/MM-1.2), (AR/MM-1.3) and (AR/MM-2.1).

m) Visual Resources. The property is in the viewshed area of 17 Mile Drive, as mapped in Figure 3 of the Del Monte Forest Land Use Plan. The property is visible from the public viewing area of Fanshell Beach. The proposed single-family dwelling is just below the crest of a hill. As discussed in Evidence "e," the height, flat roof, and use of natural colors and materials help blend the development into the surrounding environment (existing sand dune and trees around the site). LUP Policy 51 requires buildings developed on residential lots in the Visual Resources area to be "situated to allow the highest potential for screening from view." LUP Policy 56 urges design and siting of structures in scenic areas should not detract from scenic values and should be subordinate to, and blended into, the environment. Proposed colors and materials consist of light brown stucco, light brown stone cladding, gray gravel roofing, and black metal door and window frames.

The proposed design is consistent with these viewshed policies because of its natural colors and materials and flat roof, all of which reduce its prominence in the public viewshed and complement the natural scenic assets. Applicant has reduced the size of the residence from approximately the 8,290 to 7,690 square feet to better comply with the direction of the Board, and in doing so better comply with applicable LUP policies

requiring new structures to be subordinate to the environment. The proposed size does not conflict with LUP Policy 51 because existing trees near the project site offer screening, and the trees proposed to be relocated will be sited near the structure. To further address viewshed policies, a Tree Planting and Protection Condition was applied to PLN100338 (Condition No.16). A 48-inch Cypress tree shall be planted near the house to increase the quality of screening of existing trees onsite. Condition No. 8 of this Resolution brings this forward.

As designed, the Proposed Project roofline will remain below the tree line behind and around it from all public vista points. Section 20.66.010 of the Coastal Zoning Ordinance requires a Coastal Development Permit for Ridgeline Development. Del Monte Forest Area CIP section 20.147.070(6) outlines the criteria for granting permits for new development that is silhouetted against the sky, or ridgeline development. No permit is required for ridgeline development in this case, based on staff review of the staking and flagging, Del Monte Forest Land Use Advisory Committee review of the project, and the attached updated Plans.

Although the Proposed Project is in a high visual sensitivity area, as sited, designed, and conditioned, it will not cause adverse visual impacts. DMF LUP Policy 48 states that development in visually prominent settings shall be sited and designed to avoid blocking or having a significant adverse impact on significant public views. Title 20, section 20.06.1275, defines “substantial adverse visual impact” as “a visual impact which, considering the condition of the existing viewshed, the proximity and duration of view when observed with normal unaided vision, causes an existing visual experience to be materially degraded.” The proposed roofline will be 22 feet above Average Natural Grade (ANG) for approximately half of the elevation visible from 17 Mile Drive and Signal Hill Road. The other portion of the roofline will be 25.5 feet above ANG. Staff assessed the visual impacts of the Proposed Project on August 5, 2024. From 17-Mile Drive, the staking and flagging presented a new (replacement) structure that would be on the larger end of the array of structural massing of single-family dwellings currently permitted in the surrounding residential area. Staff found that the lowered height, flat roof, and use of natural colors and materials help blend the development into the surrounding environment (existing sand dune and trees around the site). Once constructed, and with adherence to mitigation measures for

restoration of 1.67 acres of the site to natural sand dune vegetative community, the bulk and massing of the dwelling will not significantly alter the viewshed of the Pebble Beach neighborhood. The roofline will remain below the tree line behind and around it from all public vista points.

As redesigned in response to the July 8, 2025 public hearing, the Proposed Project does not present exceptional bulk or height beyond the existing and permitted dwellings within the public viewshed (Fanshell Beach and 17 Mile Drive locations). Staking and flagging was not visible from any other public viewing area due to trees in line of sight and distance. Therefore, the Proposed Project will not create a substantial adverse visual impact. All new exterior lighting shall follow the dark sky regulations required by Mitigation Measure Conditions applied to the previous permit (PLN100338) for potential impacts to aesthetics required actions that will be implemented and no further mitigation is required. See Finding 6 for discussion of AES/MM-3.1..

n) Site Visit. The project planner conducted a site inspection on August 5, 2024, to assess visual impacts and confirm site conditions for the project on the subject parcel.

o) Land Use Advisory Committee. Based on the Land Use Advisory Committee guidelines adopted by the Monterey County Board of Supervisors (Resolution No. 14-373), this application warranted referral to the LUAC because the Proposed Project includes a Design Approval that requires a public hearing. The project was referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review on August 1, 2024, The LUAC voted 8 yeas, 0 noes to support the project as proposed prior to the redesign which reduced the size of the proposed project.

p) On April 30, 2025, the County of Monterey Planning Commission held a duly noticed public hearing and unanimously approved the Design Approval, Coastal Development Permit for three Cypress tree relocations, and Variance to front setback by a vote of 10 yeas - 0 noes (Planning Commission Resolution No. 25-012).

q) Pursuant to Title 20 sections 20.86.040 and 050, on May 23, 2025, Sam Reeves (“Appellant” and/or “Reeves”), represented by Lombardo and Associates, timely appealed the April 30, 2025, decision of the Planning Commission. The appeal challenges the Planning Commission’s approval, contending that the hearing was not fair and impartial, the findings are not supported by the evidence and the decision was contrary to law. See Finding No. 10 (Appeal) for a summary of this appeal’s specific contentions and the County’s responses.

r) Pursuant to Title 20 sections 20.86.040 and 050, on May 27, 2025, Mimi Sheridan, representing the Alliance of Monterey Area Preservationists (AMAP), timely appealed the April 30, 2025, decision of the Planning Commission. The appeal challenges the Planning Commission's approval, contending that the findings are not supported by the evidence and the decision was contrary to law. See Finding No. 10 (Appeal) for a summary of this appeal's specific contentions and the County's responses.

s) Pursuant to Title 20 section 20.86.040 and 050, on May 23, 2025, Applicant, Massy Mehdipour ("Appealing Applicant" and/or "Mehdipour"), timely appealed the April 30, 2025 decision of the Planning Commission. The appeal challenges the Planning Commission's approval, contending that the hearing was not fair and impartial, the findings are not supported by the evidence and the decision was contrary to law. See Finding No. 10 (Appeal), Evidence "k" for a summary of this appellant's specific contentions and the County's responses.

t) The appeals were timely brought to hearing. Title 20 section 20.86.070 requires that the appeal authority hold a public hearing on an appeal within 60 days of receipt of the appeal, and the 60-day period can be extended if both appellant and Applicant agree to a later hearing date. The appellant and applicant/appellant agreed to a public hearing date of July 8, 2025, which was within the 60-day period.

u) A complete copy of the appeals is on file with the Clerk of the Board of Supervisors. The appeals are also attached with itemized contention responses as Attachment C to the staff report for the July 8, 2025 Board of Supervisors hearing.

v) The Board of Supervisors heard testimony from the appellants, the Applicant, and the public on July 8, 2025. The Board also deliberated on the Proposed Project and decided to continue the hearing to date certain of August 26, 2025. The intention was for staff to return with a resolution that upheld appeals and directed the Applicant to return with a design that complied with their direction to stay within the footprint of the Connell House "as it was" and reduce the overall size of the proposed house. The Applicant caused a modified design to be prepared for consideration by the Board which removed "swapped" areas for development. By removing an exterior stairway (180 square feet) and eliminating the development within the previous patio (approximately 600 square feet), the square footage of the proposed new development is reduced by approximately 780 square feet. The revised design is within the footprint of the former Connell House. The height of the proposed residence was not changed, and it remains at a height

that avoids ridgeline development. The revised design fully conforms to the description of Alternative 6 of the EIR. The modified Plans are attached to this resolution.

w) The Board of Supervisors conducted a duly noticed public hearing on the appeal and the project on July 8, 2025 and August 26, 2025. The hearing is *de novo*. Notice of the hearing was published in the Monterey County Weekly, notices were mailed and emailed to all property owners and occupants within 300 feet of the project site, and to all persons who requested notice; and three notices were posted at and near the project site.

x) The application, project plans, and related support materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File No. PLN240077.

2. FINDING: **SITE SUITABILITY –** The site is physically suitable for the use proposed.

EVIDENCE: a) As part of project review under PLN100338, the project was reviewed for site suitability by: HCD-Planning; Cypress Fire Protection Districts; HCD-Engineering Services; HCD-Environmental Services; and the Environmental Health Bureau. None of these departments/agencies has opined that the site is unsuitable for the proposed development. Conditions recommended by these departments and agencies were incorporated in the project Coastal Development Permit resolution (Board Resolution No. 23-237).

b) The EIR identified potential impacts to Aesthetics, Archaeological Resources, Air Quality and Greenhouse Gases, Biological Resources, Geology, Seismicity, and Soils, Hazards and Hazardous Materials, Historical Resources, Hydrology and Water Quality, and Noise, which could result from all components of the Project. All impacts other than those associated with the demolition of the Historical Resource are mitigated to a less-than-significant level. Historical Resource impacts have been mitigated, but not to a less than significant level.

c) The technical reports by outside consultants listed in the References of the Final EIR indicated that there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed. County staff has independently reviewed these reports and concurs with their conclusions.

d) The site designated for residential use. A residential structure has existed on the site since the 1950's. As proposed, residential use of the property would continue.

e) The project planner conducted a site inspection on August 5, 2024, to verify that the site is suitable for the proposed use.

f) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey HCD-Planning for the proposed development are found in Project File Nos. PLN240077 and PLN100338.

3. FINDING: **HEALTH AND SAFETY -** The establishment, maintenance, or operation of the project will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use nor will it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE:

a) All necessary public facilities are available to the Proposed Project. Water and sewer service will be provided by California American Water and the Carmel Area Wastewater District through the Pebble Beach Community Services District. The Environmental Health Bureau reviewed the project application and did not impose conditions pertaining to water, sewer, or solid waste. A water permit from the Monterey Peninsula Water Management District is required prior to the issuance of a building permit.

b) The Proposed Project includes construction of one structure designed for residential use. Emergency services are available. Building permits will be required to ensure the building is designed and built in accordance with California Building Standards. Geotechnical engineers have provided recommendations for the development that will be incorporated. Finally, there are no known hazards that may impact the health and safety of area residents.

c) The application, project plans, and related support materials submitted by the project applicant to the County of Monterey HCD - Planning for the proposed development are found in Project File PLN240077.

4. FINDING: **TREE REMOVAL** – The siting, location, size, and design has been established to minimize tree removal and has been limited to that required for the overall health and long-term maintenance of the property.

EVIDENCE:

a) Two Monterey Cypress trees will be relocated as part of this project. In accordance with the applicable policies of the Del Monte Forest Coastal Implementation Plan, (DMF CIP), a Coastal Development Permit is required; the criteria to grant said permit have been met.

b) Pursuant to section 20.147.050.B.1 of the DMF CIP, an Arborist Report and Forest Management Plan was prepared for

the project (PLN100338; Planning Library Doc. No. LIB100394). The arborist report evaluated the health, structure, and preservation suitability for each tree within or adjacent to the proposed development. The report noted that two trees would be moved from the proposed building footprint to another location near the house. A qualified Arborist reviewed the original report and the currently proposed design and found it would require relocation of three Cypress trees and proposed to move these trees to a nearby location on the subject parcel. The trees are estimated to be 22, 16, and 4 inches in diameter.

One of the larger Cypress trees is in an area adjacent to the proposed foundation. The second is currently where a walkway is proposed. In the application, the Applicant had requested the relocation of the 4-inch diameter Cypress tree outside of the developed area as an accommodation to the construction work area. However, this Board concurs with the expert opinion of County HCD staff that the 4-inch diameter tree is isolated from the construction impact area. With protective fencing, it can be retained in the same location without interrupting construction. In accordance with the applicable policies of DMF CIP, a Coastal Development Permit is required for the two living trees which are within the construction footprint of the Proposed residence.

c) Cypress trees on the subject property were involved in Coastal Development Permit and Restoration Plan (Board Resolution No. 13-021 for PLN100418), approved for the subject parcel. This includes the 4-inch Cypress tree, which was the surviving tree that was replanted to comply with Board Resolution No. 13-021. Tree replanting and monitoring that was required by the 2013 resolution was partly incomplete, the bond was not completely returned to the permit holder, and replanting of a tree intended to replace the large tree removed from the west side of the house was subsequently incorporated into PLN100338. For these reasons, Condition No. 7 requires the relocation of trees allowed under this permit to be regulated per the conditions of Resolution No. 13-021, namely quarterly monitoring of the replacement trees by a qualified arborist for 3 years and annual monitoring for an additional 2 years, replanting as needed. Arborist shall attend a preconstruction meeting and be present for relocations and any replacement tree planting. Failure to comply with replanting locations will result in a new code enforcement case pursuant to the Mitigation Monitoring and Reporting Program (Board Resolution No. 22-311).

d) The Proposed Project has been designed and sited to minimize the removal of protected trees to the greatest extent possible under the circumstances. Several native Monterey Cypress trees are to the north of the proposed construction site. Relocating the proposed dwelling and courtyard to the south or west would result in a more substantial amount of development on slopes exceeding 30 percent or on areas of sand dune habitat (ESHA). Relocating the dwelling to any location other than the previous dwelling footprint was not allowed in the entitlement for the Coastal Administrative Permit for the project pursuant to Board of Supervisors Resolution No. 23-237.

   As the Proposed Project is now within the previous foundation footprint, new construction would necessitate moving one Cypress tree from the courtyard area where a new foundation will be laid within a short distance from the trees' main roots. A walkway is proposed that would also impact the second Cypress immediately next to it. If the trees were to be retained rather than moved, they would likely suffer direct damage during construction and need to be replaced. Instead, survival is better ensured by requiring a certified Arborist to transplant the whole and undamaged trees prior to construction. Therefore, the criterion for a Coastal Development Permit that the minimum amount necessary to allow for the development is met. This conclusion is further supported by the retention of the 4-inch Cypress in the existing driveway area.

e) Measures for protection of trees during construction are incorporated as Condition No. 5. If transplanting or trimming of the existing trees for construction activities results in a declining or dead condition, Condition No. 7 requires a minimum of one-to-one onsite tree replacement with approval of a Coastal Development Permit.

f) The Cypress trees will be replanted near the proposed dwelling and/or other existing Cypress trees and not in the sand dune area required to be restored as sand dune habitat pursuant to Mitigation Measures required for the related development entitlements in PLN100338. (See Condition No. 8.)

g) Scenic visual resources will not be negatively impacted because the two trees proposed for replanting are behind the Connell House footprint and their new locations would be behind the proposed house, thereby only slightly altering the viewshed. Condition No. 7 requires a qualified arborist to monitor the canopy to ensure the quality of screening is not reduced by more than 50 percent because of tree decline/trimming. Furthermore, the smallest of the trees

proposed for replanting is retained; the relocation of two trees only slightly alters the viewshed.

h) One of the trees that was replanted in front of the Connell House pursuant to Planning Commission Resolution No. 13-021 failed after several replanting efforts and monitoring. Therefore, the related project PLN100338 brought forward the requirement of replanting of the tree in a similar location. Board Resolution No. 23-237, Condition No. 16 requires the owner/applicant to cause a 48-inch box Cypress tree to be planted in a location that will screen the new development when viewed from Fanshell Beach and 17-Mile Drive. The tree shall replace the large Monterey Cypress tree that was previously removed from the property and was not successfully replanted per the after-the-fact Planning Permit (PLN100418, Reso. No. 13-021) to clear a code violation for tree removal (CE090788). (This tree planting was not illustrated in the attached Tree Relocation and Protection Plan. When a landscaping plan is provided for condition compliance on the PLN100338, the location of all trees proposed for planting and replanting will be shown.)

i) The previous arborist report for PLN100338 found the Cypress trees proposed for relocation were previously planted and were not considered part of the "Cypress Forest" designated as an Environmentally Sensitive Habitat in the Del Monte Forest area. No significant long-term effects on the forest ecosystem are anticipated. The Proposed Project will not significantly reduce the availability of wildlife habitat over the long term as the site has surrounding forested areas that are to remain untouched.

j) Staff conducted a site inspection on August 5, 2024 to verify that the tree removal is the minimum necessary for the Proposed Project.

k) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File No. PLN240077. Reference also Project File Nos. PLN100338 and PLN100418.

5. FINDING: **VIOLATIONS –** The subject property complies with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

a) Staff reviewed County of Monterey HCD records and is not aware of any violations existing on the subject property. The site is currently clear of debris from the previously removed structure and has erosion controls in place where the residence

had been. Natural and disturbed vegetation is also present on the parcel.

b) The project planner a conducted a site inspection on August 5, 2024, to verify that no violations exist on the property.

c) The application, plans, and supporting materials submitted by the project applicant to the County of Monterey HCD-Planning for the proposed development are found in Project File No. PLN240077.

6. FINDING: CEQA (CONSIDER PREVIOUSLY CERTIFIED FINAL EIR, RECIRCULATION NOT WARRANTED) – Public Resources Code section 21080(d) and California Environmental Quality Act (CEQA) Guidelines section 15064(a)(1) require a project to undergo environmental review if the lead agency finds that, in light of the whole record before it, there is substantial evidence that the project may have a significant effect on the environment. The County prepared a Final EIR dated October 2022 for PLN100338. The Final EIR responded to comments received during the Draft EIR circulation period of August 22, 2018 to October 12, 2018. Through adoption of Resolution No. 23-236, the Board of Supervisors certified the Final EIR. Pursuant to CEQA Guidelines section 15162, when an EIR has been certified, no subsequent EIR shall be prepared for the project unless the agency determines that substantial changes are proposed, or substantial changes occur with respect to the circumstances under which the project is undertaken.

EVIDENCE: a) Permit PLN100338 was granted subject to 42 conditions of approval that run with the land (condition number 31 was removed by the Board action and is still enumerated without condition requirements, as "reserved"). The applicant has complied with all the measures and conditions of PLN100338 in timely fashion pursuant to the recorded Mitigation Monitoring and Reporting Plan Agreement (Document No. 2023029686).

b) The previous single-family dwelling was recognized as an Historic Resource at the State and Federal level, but not the local level (Monterey County Code Chapter 18.85 requires owner agreement to local listing). Although the EIR found impacts to Historic Resources to be significant with mitigation measures applied, the Board supported demolition in this case and found that there was sufficient evidence to support a Statement of Overriding Consideration (Resolution No. 23-237). Mitigation Measures for Historic Resources were applied to PLN100338, including HR/MM-1.1 (Historic American Buildings Survey) and HR/MM-1.2 (Connell House Web

Page), both of which have been complied with prior to the hearing for PLN240077.

c) Issues that were analyzed in the EIR include Aesthetics, Agricultural Resources, Archaeological Resources, Air Quality and Greenhouse Gases, Biological Resources, Geology, Seismicity, and Soils, Hazards and Hazardous Materials, Historical Resources, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Paleontological Resources, Population and Housing, Public Services, Utilities, Recreation, and Transportation and Traffic. The EIR identified potential impacts that would be less than significant or could be mitigated to a less than significant level associated with all topics, except impacts to Historical Resources, which cannot be mitigated to less than significant levels if a project that involved demolition is chosen. As described in these findings and in the EIR, mitigation measures that avoid or substantially lessen the impacts to Aesthetics, Archaeological Resources, Air Quality and Greenhouse Gases, Biological Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise have been incorporated. For the impact identified as significant and unavoidable, all feasible mitigation measures have been incorporated, but even with such mitigation, the impacts remain significant.

d) The subject property contains coastal dune habitat and wetland habitat. In accordance with CIP section 20.147.040.B, a Biological Resource Assessment and Supplemental Biological Resources Assessment was prepared (Michael Zander, June 8, 2010 and June 23, 2011, HCD Library File No. LIB100396). Based on those reports, potential impacts were evaluated in the project EIR. The EIR recommended restoration actions for the original project scope, which was a much larger house that was found to have direct and indirect impacts on biological resources. The EIR found that the Reduced Project Alternative would not impact a significant amount of ESHA. Thus, Board Resolution Nos. 23-236 (EIR) and 23-237 (Approval of a conceptual Reduced Project Alternative) found BIO/MM-3.9 (Offsite restoration of sand dune habitat) extraneous, and both it and its monitoring action BIO/MMA-3.9.1 were removed.

   A Coastal Administrative Permit was approved with voluntary restoration of approximately 1.67 acres of sand dune habitat on the project site and monitoring the restoration success for five years. Mitigation measures applied to the Combined Development Permit (PLN100338) accomplish the restoration and avoidance of impacts to biological resources through BIO/MM-2.1 (Restoration Monitor Funding Agreement),

BIO/MM-2.2 (Environmental Awareness Training), BIO/MM-2.3 (Surveys for California Legless Lizard and Other Reptiles), BIO/MM-2.4 (California Legless Lizard Best Management Practices, "BMPs"), BIO/MM-2.5 (Nesting Bird Survey and Buffer Zone), BIO/MM-2.6 (Active Bird Nest Buffer), BIO/MM-3.1 (Conservation and Scenic Easement), BIO/MM-3.2 (Dune Restoration Plan Bond), BIO/MM-3.3 (Monitoring Contract), BIO/MM-3.4 (Fencing that Excludes Adjacent ESHA), BIO/MM-3.5 (Stockpiles and Staging Areas BMPs), BIO/MM-3.6 (Control Stormwater or Wastewater Outfall), BIO/MM-3.7 (Plant Species Landscape Plan), BIO/MM-3.8 (Landscape Plan Substrates), BIO/MM-4.1 (100-FT Buffer Zone from Juncus Articus Herbaceous Alliance Vegetation), and BIO/MM-4.2 (Coastal Wetland Perimeter Flagging). Conditions applied to the previous permit (PLN100338) for potential impacts to biological resources required actions that have begun and will continue to be implemented. See also Finding 6, Evidence "f."

e) The subject property is in a high archaeological resource sensitivity area. In accordance with CIP section 20.147.080.B, a Phase 1 Archaeological Report was prepared (Doane and Breschini, February 2, 2012, HCD Library File No. LIB100397). Due to the project's proximity to known archaeological and tribal cultural resources, the EIR prepared for PLN100338 recommended measures for avoidance of impacts on cultural and tribal cultural resources. The development entitled under PLN100338 included Mitigation Measures that required archaeological resource/artifact training for construction personnel (AR/MM-1.1), an onsite archaeological monitoring plan to be developed (AR/MM-1.2) with active monitoring (AR/MM-1.3) and directed action if human remains are exposed during construction (AR/MM-2.1). Conditions applied to the previous permit (PLN100338) for potential impacts to cultural and tribal cultural resources required actions that will be implemented; no further mitigation is required.

f) As described in Finding 10, Evidence "k," the Applicant appealed the decision by the Planning Commission to augment the Conservation and Scenic Easement (CSE) from Board of Supervisors Reso. No. 23-237 Condition No. 23 to an easement on every square foot of sand dune and landscaping on the parcel (up to the building/driveway). Condition No. 23 was for a CSE to be required on the restored area of the parcel in 2:1 ratio to the area impacted by development (including construction impacts). As described in Finding 1, Evidence "k," the Applicant offered to update Condition No. 23 to a CSE that would cover all the areas proposed for dune scrub

restoration as shown in Figures 2-3 and 4.2-2 of the EIR, 1.67 acres of the subject parcel. The enlargement of the CSE Deed (CSED) to the whole restoration area would ensure long term protection of sand dune ESHA.
By updating the size of the CSED to 1.67 acres, Mitigation Measure BIO/MM-3.1 identified by the EIR for Full-sized Project is utilized by this permit decision and therefore recirculation is not required.

g) Mitigation Measures applied to PLN100338 include those mentioned above for Biological Resources, Aesthetics, Archaeological and Tribal Cultural Resources, as well as for Air Quality (AQ/GHG/MM-1.1 and AQ/GHG/MM-1.2), Geology and Soils (GEO/MM-1.1), Hazards and Hazardous Materials (HAZ/MM-1.1, HAZ/MM-1.2 and HAZ/MM-1.3) Hydrology and Water Quality (HYD/MM-1.1 and HYD/MM-2.1) and Noise (NOI/MM-1.1).

h) The Proposed Project is consistent with the FEIR. No new review is needed. None of the conditions described in section 15162 that would trigger preparation of a subsequent EIR have occurred. No new information of significant impacts or exacerbated existing impacts has been presented. Moreover, the EIR analyzed the potential impacts of residential development of the lot including removal of several trees and up to 10,008 square feet of structural and hardscape improvements. The Proposed Project includes approximately 6,340 square feet of structural and hardscape improvements and relocation of two trees.

i) The EIR examined eight alternatives and one "no project" alternative to the original project and evaluated them separately, comparing their potential impacts to those of the originally proposed project. This Design Approval is the Reduced Project alternative, Alternative 6. The Proposed Project design is smaller than the project considered in the EIR prepared for PLN100338 in all ways. The original project was 11,933 square feet and two stories with 1,950 square feet of paved areas for a total impervious lot coverage of 10.6 percent. The proposed design lessens building site coverage from 8,058 square feet (8.5 percent) to 4,122 square feet (4.4 percent), lessens Floor Area Ratio from 11,933 square feet (12.6 percent) to approximately 7,690 square feet (8.15 percent), and decreases the combined pervious and impervious coverage by 36 percent (from 10,008 square feet to approximately 6,340 square feet).

   The original project's maximum height was 30 feet from Average Natural Grade (ANG), while the PLN240077 proposed height is a flat roof that reaches 22 and 25.5 feet

from ANG. This Project's proposed maximum height is 4.5 feet less than the original project considered in the EIR. Ridgeline Development was discussed in the EIR in relation to the original project and the alternatives. As discussed in the EIR, the ridgeline effect that would potentially occur under the reduced alternative project is minimized by a reduced roofline. The EIR did not specify by how much the roofline would be reduced for Alternative 6 but stated that the height would need to avoid ridgeline effects. The proposed height will avoid "ridgeline development" as verified by staff at a site inspection on August 5, 2024. Therefore, the Proposed Project meets the EIR's description of a Reduced Project Alternative to the original project.

8. FINDING: **PUBLIC ACCESS** – The Proposed Project conforms with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and will not interfere with any form of historic public use or trust rights.

EVIDENCE:

a) No public access is required as part of the Proposed Project, as no substantial adverse impact on access, either individually or cumulatively, as described in Del Monte Forest Area CIP section 20.147.130, can be demonstrated.

b) No evidence or documentation has been submitted or found showing historic public use or trust rights over this property.

c) The subject property is not in an area in which the Local Coastal Program requires physical public access (Figure 8, Major Public Access and Recreational Facilities, in the Del Monte Forest Area LUP).

d) The subject project parcel is in an area where the Local Coastal Program requires visual public access (Figure 3, Visual Resources, in the Del Monte Forest Area LUP) and CIP 20.147.070.

e) Based on the project location among large trees, more planned vegetative screening, planned restoration of sand dune habitat, and its topographical relationship to most visual public access points in the area, the development proposal will not interfere with visual access along 17-Mile Drive or from Point Lobos. The proposed design is consistent with CIP section 20.147.070.B.5, in that the placement is on the least visible portion of the property (from 17 Mile Drive) and that it utilizes non-invasive native vegetation to help provide visual compatibility with the area. Consistent with Del Monte Forest Area LUP Policies 123 and 137, the proposed development, as mitigated and conditioned, will neither block significant public

views toward the ocean nor adversely impact the public viewshed or scenic character in the project vicinity.

f) In certifying the Final EIR, the Board of Supervisors concluded, in concept, that Alternative 6 (Reduced Project) avoids significant adverse impacts on public views and the scenic character (Board Resolution No. 23-236).

g) The application, plans, and supporting materials submitted by the project applicant to County of Monterey HCD-Planning for the proposed development are found in Project File No. PLN240077.

9. FINDING: **VARIANCE –** The Board of Supervisors finds that this project is a Design Approval in conformance with the Alternative 6 Reduced Project concept approved with a Combined Development Permit by the Board of Supervisors with Resolution No. 23-237. By adhering to the direction of the Board to remain within the building footprint of the Connell House, the project is constructed within the 30-foot front setback. Therefore, a variance to Coastal Zone Low Density Residential (LDR) setback regulations (Title 20 section 20.14.060) is necessary and was requested. Title 20 section 20.78.040 sets forth three criteria to grant a variance: 1) that, because of special circumstances strict application of zoning rules would "deprive" the property "of privileges enjoyed by other properties in the vicinity and under identical zoning classifications"; 2) granting the variance would not "constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity" and zoning district; and 3) granting the variance would not authorize a use or activity "not otherwise expressly authorized by" applicable zoning. Here, as set forth below, these criteria are met.

EVIDENCE: a) Special circumstances apply to the subject parcel, as the parcel is entirely within sand dune in the Signal Hill enclave of the Del Monte Forest planning area. If the project were to be sited entirely out of the front setback, it would convert additional sand dune to development. Sand dune is environmentally sensitive habitat area (ESHA), as discussed in the project EIR and related project Board of Supervisors Resolution Nos. 23-236 and 23-237. Requiring the project to adhere to a 30-foot front setback would conflict with this, a special project circumstance satisfies Title 20 section 20.78.040's first criterion required to obtain a variance.

b) The granting of this Variance does not constitute a special privilege for the property owner inconsistent with the limitations upon other properties in the vicinity and zoning district because the requirement to build within the building footprint of the Connell House was Board of Supervisors direction to the

property owner/developer. The property owner was prepared to reconstruct within the required yard regulations. The Board's direction could have been a limitation on any property in the Signal Hill enclave of Del Monte Forest planning area.

c) The proposed single family dwelling is a use allowed in the LDR Zoning District. This Variance applies to the front setback for an allowed use and does not authorize a use that is inconsistent with the LDR zoning district. This satisfies Title 20 section 20.78.040's third criterion required to obtain a variance.

10. FINDING: **APPEAL –** Pursuant to County of Monterey Code section 20.86.030, Sam Reeves, AMAP, and Massy Mehdipour separately and timely appealed the Planning Commission's April 30, 2025 decision approving the Design Approval, Coastal Development Permit, and Variance. Upon consideration of the written and documentary evidence, the staff report, oral testimony, other evidence presented, and the administrative record as a whole, the Board finds some merit to the Reeves and AMAP contentions. The Board also finds the Mehdipour appeal to have merit. The Board's reasoning and response to the summarized contentions follows. Copies of the appeals and itemized responses prepared by staff, but which the Board hereby adopts and incorporates into this Resolution, are Attachment C to the staff report for the July 8, 2025, and August 26, 2025 Board of Supervisors hearings.

EVIDENCE: a) Appellant Reeves contends that Applicant and staff made numerous misstatements of the fact in the application, concerning past actions, and as to the Board's decision; these Appellants remarked on the perceived misstatements and contend that they were not corrected as part of the Planning Commission hearing.

County's response: Staff has corrected an error in calculations of the square footage of neighborhood homes in the staff report and presentation for the July 8, 2025 hearing. The history of tree removal and the proposed tree relocation were also clarified and addressed (See Finding 4).

b) Appellants Reeves contends that public comment during the hearing was not memorialized in Finding 1.

County's response: The appellant is correct. Post-hearing edits should have been made. This hearing is *de novo* and testimony received in the hearing will be noted in the final resolution.

c) Appellants Reeves and AMAP contend that there are numerous factual errors in the Resolution, including the following bulleted items:

- Finding 1, b equated the proposed project with Alternative 6, and the appellant found that not to be correct, based on a line taken from the Combined Development Permit Board Resolution No. 23-037 [*sic*] Finding 1.

County's response: This contention has some merit. The Board decision in June of 2023 (Resolution No. 23-237 stated, in relevant part:

"4) *Approve a Coastal Development Permit for the "Reduced Project" (Alternative 6 of the Final EIR) consisting of:*
a) Coastal Administrative Permit to allow the demolition of an existing 4,124 square foot single family residence;
b) Coastal Administrative Permit for the construction of a new single-family residence of similar size, in concept, as the existing residence;
c) Coastal Development Permit to allow development within 100 feet of environmentally sensitive habitat;
d) Coastal Development Permit for development on slopes exceeding 30 percent;
e) Coastal Development Permit for development within 750 feet of a known archeological resources;"

The description of Alternative 6 of the EIR describes a new residence that is in the "footprint" of the former Connell House and that is at a height that does not result in "ridgeline development." Subjection b of the action describes "construction of a new single-family residence of a similar size as the existing residence."

The decision in the 2023 Board Resolution references the Reduced Project Alternative from the EIR. This Alternative was chosen to reduce impacts on Environmentally Sensitive Habitat (native sand dune) by keeping the new house footprint in the footprint of the Connell House and it reduces Visual Impacts by limiting the height of the new house so that the new house would not be considered "ridgeline" development. The description of the Coastal Administrative Permit for the new house being of a similar size to the existing house was "in concept" and the driving factors were avoidance and minimization of impacts on the resources as described in the Reduced Project alternative.

The house design reviewed by the Planning Commission was not in the exact footprint of the Connell House. Instead, the Applicant proposed to develop the front courtyard area in exchange for leaving an area that will be left undeveloped in the rear yard. The front courtyard of the Connell House had a paved patio and landscaping flanked on three sides by the U-shaped house (the front courtyard). The Applicant proposed to fill in the front courtyard which included an area that was covered by

a concrete patio (hardscape) and an additional area beyond the patio. In exchange for adding to the footprint in the courtyard area, the Applicant proposed to leave a smaller area of the northwest corner and area adjacent to the former courtyard of the Connell House footprint undeveloped.

On July 8, 2025, the Board of Supervisors considered the proposed project and the appeals of the Planning Commission's approval. At the conclusion of the hearing on July 8, 2025, the Board continued the hearing to August 26, 2025 with direction to staff to prepare a resolution reiterating the June 27, 2023 decision.

After the July 8, 2025 Board hearing, the applicant submitted a revised design with a request that this revised design be considered by the Board as an alternative to the motion of intent approved on July 8. The revised design eliminates portions of the prior proposal that were not within the footprint of the Connell House and slightly reduces the size of the new home. The new design is within the footprint of the former Connell House and is consistent with the description of Alternative 6 of the EIR.

Past references to the size of the Connell house in the EIR and the Board Resolution 23-237 indicated that the house was 4,124 square feet in size. It is acknowledged that the size quoted in those documents were estimates based on information available at the time. No survey of the existing house was available as the basis for these estimates. Submitted with the application for the new house was a plan prepared by Whiston Engineers showing the footprint of the Connell House to be 4,630 square feet. Staff reviewed the plans and determined that this calculation appears to include the footprint of the house from a bird's eye view which includes roof overhangs and decks. The prior estimate of square footage was based on the size of the Connell House, not including roof overhangs and decks, so two different things were being measured. However, the Board finds this contention has merit and, therefore, requires the proposed design be modified to further reduce development.

Submitted with the recent resubmittal for the new house Design Approval is a plan prepared by Whiston Engineers showing the footprint of the Connell House to be 4,910 square feet. Staff has reviewed the supporting evaluation by Whitson with the proposed plans and determined that this calculation appears to include the structural footprint of the house, including the lower level of the Connell House.

- Staff presented a new structural footprint, not the same structural footprint of the Connell House.

County's response: The previously proposed structure included a footprint that extended beyond the footprint of the Connell House in the front courtyard area. The proposal involved occupying the area within the front courtyard in exchange for leaving sections of the former house footprint undeveloped, primarily in the rear (northwest) corner. The applicant requested the ability to exchange the area of development to accommodate a new house design that is not exactly the same as the former U-shaped house design. The Board gave the Applicant stronger direction to stay within the structural footprint in the July 8, 2025 hearing. Therefore, this appeal contention has some merit.

- Finding 1, Evidence l: "the height, flat roof, and use of natural colors and materials help blend the development into the surrounding environment (existing sand dune and trees around the site)." LUP Policy 51 is described, and the Proposed Project is discussed as if it is consistent with the policy. Appellant argues the evidence is to the contrary because the Proposed Project is larger than existing dwellings in the Signal Hill enclave.

County's response: Finding 1, Evidence "m" includes straightforward clear statements, no changes are required. The siting and use of colors, materials, and landscaping will meet LUP Policy 51. LUP Policy 51 does not require new construction to match other construction in the area. The project is situated where the Board required it to be sited.

Additionally, the County certified an EIR for the project, discussed the potential impacts to Aesthetic Resources, and concluded that the project, as mitigated by habitat restoration and permanent maintenance and tree replacements, would result in a less-than-significant impacts.

- County mistakenly identified two trees in front of the house as significantly pruned trees, which were part of the violations which PLN100418 addressed. The relocation of T4, TS, and T12 will not screen the view of this project from the common public viewing areas of Seventeen Mile Drive and Fanshell Beach.

County response: There are two different tree removal/relocation permits at issue.

First, in 2009, a code enforcement case (CE090288) was initiated as a result of applicant's unpermitted tree removal of 2 large Cypress trees. To address that code enforcement case, a Tree Resource Evaluation/Construction/Impact Analysis was prepared by a certified arborist in October 2010 (LIB100394). The report evaluated the eight trees on the site (7 Cypress and 1 Eucalyptus) and documented that two Cypress trees were removed without a permit. Additionally, in December 2011, the arborist documented a cluster of three Cypress trees that had been "excessively pruned" and recommended a 5-year monitoring period for survivability of those trees. On February 5, 2013, the Board of Supervisors approved an after-the-fact permit for the tree removal and required restoration of the site, replanting 2 large Cypress trees to screen the house from views, and monitoring of the trimmed trees, as a condition of approval of that permit (Resolution No 13-021).

The applicant replanted the trees as required by the condition. One of the replacement trees, located west of the house, did not survive. That tree is required to be replanted again and monitored in accordance with the approved conditions. A second tree was replanted is south of the proposed house near the existing driveway. That tree survived and is alive today, however, that tree was also proposed to be relocated approximately 20 feet south with the application. Staff with expertise in the field found that the previously replanted tree did not need to be relocated, and the Applicant agreed to protect it in place. The trees that were trimmed have been monitored and have survived. The trimmed trees are subject to the conditions imposed as part of Resolution No 13-021 and are not the subject of the proposed new house design.

Included in the permit now before the Board (PLN240077), Applicant proposes to relocate two trees as part of the new construction. The two trees proposed for relocation would be moved a few feet from their current location (in the front yard) so that they would continue to provide screening when viewed from Signal Hill Road and they will still provide a tree-lined backdrop to the house when viewed from 17 Mile Drive.

d) Appellant Reeves contends that was a factual error in the Resolution in Finding 6. Evidence b, which discussed the historic status of the Connell House. The appellant would prefer the evidence to clarify the reason that the house was not listed locally.
County response: The County Code does not allow the Historic Resources Review Board to list an historic resource on the

County's local register without property owner permission. The evidence does not misconstrue the establishment of the Connell House as an historic resource at the levels that it was listed. This point is irrelevant to the decision at hand. Demolition of the Connell House was evaluated in the EIR, approved by the Board of Supervisors, and the house has been demolished.

e) Appellant Reeves contends that County should not have decided on a variance without noticing a variance as requested as part of the entitlements sought by the project and reviewed at the hearing.
County's response: Staff acknowledges that no notice was given for consideration of a variance by the Planning Commission. The request for a variance has been included as part of the notice for the Board hearings on these appeals. The variance is justified in this case because the Board of Supervisors, in adopting a resolution to conceptually approve a new house that reflects Alternative 6 of the EIR, limited the new development to occur within the footprint of the former residence. The footprint of the former residence was non-conforming to front setback requirements and rebuilding a home in the footprint would include new construction within the required front setback.

Additionally, new development within the footprint of the previous development limits impacts on sensitive habitat that would occur if the house was required to comply with the front setback requirements.

f) Appellants Reeves and AMAP contend that the project is inconsistent with the policies of the DMF LCP, particularly relating to visual resources.
County's response: The project has been reviewed and found to be consistent with the policies of the Del Monte Forest Land Use Plan.

g) Appellants Reeves and AMAP contend that the action of the Planning Commission fails to recognize that the Applicant failed to comply with the prior action by the Board of Supervisors for PLN100418 to plant and maintain Monterey Cypress trees to screen the property from Seventeen Mile Drive and Fanshell Beach.
County's response: The contention raises an issue with tree removal that has been resolved through subsequent permitting and has ongoing condition compliance and monitoring requirements. The evidence in the condition compliance record for PLN100418 in the form of tree status reports prepared by a qualified arborist indicate that replacement trees failed due to fungus infections, not due to deliberate removal of healthy trees. The conditions of approval on that restoration permit included replanting in the case of tree failure. The Board applied

Condition No. 16, Tree Replanting and Protection, which requires the owner to

". . . cause a 48-inch box Cypress tree to be planted in a location that will provide screening of the new development when viewed from Fanshell Beach and 17-Mile Drive. The tree shall replace the large Monterey Cypress tree which was previously removed from the property and was not successfully replanted per the after-the-fact Planning Permit (PLN100418, Reso. No. 13-021) to clear a code violation for tree removal (CE090788)."

This condition was discussed in the Planning Commission hearing on PLN240077, during Commission deliberations. The tree was not drawn into the arborist's tree replacement. The tree relocation and protection plan submitted with the PLN240077 application is different, as this arborist (James Allen) was contracted to assess tree relocations related to this permit. However, when the final landscaping plan is received pursuant to conditions of approval of PLN100338, all relocation and replanting shall be included in the plan for review and approval.

h) Appellant Reeves contends that the decision of the Planning Commission as described in Resolution 25-012 is contrary to the 2023 findings and decision of the Board of Supervisors: "Finding 1, evidence i: The Reduced Project is anticipated to be no taller or larger than the existing dwelling. A Design Approval shall ensure that colors and materials will blend with the natural surroundings."
County response: This comment is essentially the same as appellant's contention listed as the second bullet in Finding 10, evidence "c." The consistency findings of the draft Board Resolution for PLN240077 are supported by substantial evidence.

i) Appellants Reeves and AMAP contend that the Proposed Project is too tall. Specifically, Reeves contends that the Proposed Project is not the height that was mentioned in the 2023 findings and decision of the Board of Supervisors in Finding 1, evidence m: "Maximum allowable height is 30 feet, and the Reduced Project maximum height is anticipated to be approximately 22 feet from average." At 25.5' above natural grade it is higher than the 22' above natural grade described in the FEIR, staff reports and Board resolution. With a 30' high frontal view from Seventeen Mile Drive, it is 8 feet higher than the approximate 22' high frontal view of the Connell House.

County Response: This finding "anticipated" a height because no plans then existed. That language was not a constraint on Applicant. Rather, the new design has been reviewed for

consistency with the adopted Local Coastal Plan regulations, the description of the reduced project alternative (Alternative 6) in the EIR, and the Board's direction to stay within the footprint of the Connell House. Alternative 6 was compared to the original house design which included a 11,993 square foot single-family dwelling. As a 7,690 square foot two-story single-family dwelling inclusive of a two-car garage, the new design is reduced in size from the original project. The proposed design is also approximately 4.5 feet shorter (25.5 feet tall) than the original design (30 feet tall). The proposed height will avoid "ridgeline development" which is the standard for measuring height in the "reduced project" Alternative, not a comparison with the height of the now demolished Connell House.

Ridgeline Development was discussed in the EIR in relation to the full height project and the alternatives. As discussed in the EIR, the ridgeline effect that would potentially occur under the reduced alternative project is minimized by a reduced roofline. The EIR did not specify by how much the roofline would be reduced for Alternative 6 but stated that the height would need to avoid ridgeline effects. The Reduced Height Alternative (9) entailed a maximum height of 25 feet from ANG to avoid ridgeline effects. The PLN240077 project design is approximately the same height as the Reduced Height Alternative. At 4.5 feet less than the original project's maximum height from ANG, any aesthetic impacts due to project height are mitigated by design, consistent with the EIR.

PLN240077 draft plans demonstrate most roof heights in the new design at approximately 22 feet ANG, with a great room reaching approximately 25.5 ANG. The view from Signal Hill Road is shown in the east elevation of the plans attached to the Board Resolution. From Signal Hill Road, the structure will appear to be 17.5 feet in height (a single-story development). The view from 17 Mile Drive is shown in the west elevation; the appellant is correct that the façade at its highest point would appear to be 30 feet high. However, County zoning codes measure from ANG and, in this case, the project design is approximately 4.5 feet less than the maximum allowable height from ANG.

j) Appellants Reeves and AMAP contend that the plans do not incorporate the replacement of trees required by the Board of Supervisors in their decision January 2013 decision on PLN100418.
County response: The contention is acknowledged. The Board finds that the replanted tree, which was required to be planted near the existing driveway by PLN100418, does not require

relocation. The tree shall be retained. This is the tree that was required to be planted in accordance with the Board's prior decisions. The other tree that was required to be replanted was replanted, but did not survive. As required by the conditions of the prior approval, that tree must be replaced and monitored for survivability pursuant to the prior approvals. Neither that prior approval nor the second tree is proposed to be modified as part of this permit. Therefore, there was no need for the plans or conditions for the current proposal to incorporate prior tree planting that will be done on the property in relation to previously approved Board Resolution No. 23-237 and its conditions.

k) Appellant Mehdipour contends that Condition 10 of the Planning Commission resolution on PLN240077 was improperly modified without public noticing of the action. Appellant claims that it was not fair or impartial for Commissioners to suggest revising the Board's Resolution after public and applicant comment periods were closed, and that the Planning Commission lacked authority to contradict the Board's decision. Finally, Applicant maintains that the Planning Commission infringed on her rights by not returning to ask if they accepted the new easement.
County response: By attempting to enforce what the Commissioners saw as a closer consistency with the LUP, the Planning Commission purported to override an existing condition of approval that was approved by the Board. The Planning Commission has no authority to take that action. The purview of the Planning Commission was limited to reviewing the Project to satisfy Board direction and Design District/LUP criteria. Furthermore, it came up after the public hearing was closed and Applicant should have been allowed to respond to the addition. Finally, amendment to conditions of approval of PLN100338 was not agendized. For these reasons, the appeal by Applicant is upheld.

l) Coastal Commission. Pursuant to Title 20, section 20.86.080.A, the project is subject to appeal by/to the California Coastal Commission because it involves development between the sea and the first through public road paralleling the sea (i.e., State Route/Highway 1).

DECISION

NOW, THEREFORE, based on the above findings and evidence and the administrative record as a whole, the Board of Supervisors does hereby take the following actions:

1) Partially uphold the appeals by Samuel Reeves and the Alliance of Monterey Area Preservations from the April 30, 2025 Planning Commission decision approving the Design Approval;
2) Uphold the appeal by Massy Mehdipour, Applicant, from the April 30, 2025 Planning Commission decision approving the Design Approval with Condition No. 10;
3) Consider the previously certified Final Environmental Impact Report (FEIR) (SCH#2015021054) for the Signal Hill LLC project, and find that the Proposed Project is consistent with Alternative 6 of the FEIR and does not warrant an addendum pursuant to CEQA Guidelines section 15162;
4) Approve a Design Approval for construction of an approximately 7,690 square foot two-story single-family dwelling inclusive of a two-car garage with colors and materials of light brown stucco body and black metal clad wood accents and a gravel roof that fulfills the requirements of the "Reduced Project," Alternative 6 of the Final EIR;
5) Approve a Coastal Development Permit to allow the relocation of two Cypress trees;
6) Approve a Variance for structural development in front setback; and
7) Amend Condition No. 23 of Resolution No. 23-237 to increase the conservation scenic easement for the project to 1.67-acre area.

All work must be in general conformance with the attached plans, and this approval is subject to 11 conditions of approval, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 26th day of August 2025, upon motion of Supervisor Glenn Church seconded by Wendy Root Askew, by the following vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on August 26, 2025.

Dated: September 8, 2025
File ID: RES 25-132
Agenda Item No.: 13

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

Margarita Hernandez, Deputy

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION-MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES:

1. You will need a building permit and must comply with the Monterey County Building Ordinance in every respect.

   Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

   Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from County of Monterey HCD-Planning and HCD-Building Services offices in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

County of Monterey HCD Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN240077

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Design Approval, Coastal Development Permit and Variance (PLN240077) allows construction of a 7,690 square foot two-story single family dwelling inclusive of a two car garage with colors and materials of light brown stucco body and black metal clad wood accents and a gravel roof that fulfills the requirements of the "Reduced Project" Alternative 6 of the Final EIR, relocation of two Cypress trees, a Variance for structural development within the front setback, and amends Condition No. 23 of PLN100338 to enlarge the conservation scenic easement to the 1.67 acre restoration area. The property is located at 1170 Signal Hill Road (Assessor's Parcel Number 008-261-007-000), Del Monte Forest Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Design Approval, Coastal Development Permit for removal of two Cypress trees, a Variance to front setbacks, and an amendment to Condition No. 23 of PLN100338 (Resolution Number 25-334) was approved by the Board of Supervisors for Assessor's Parcel Number 008-261-007-000 on August 26, 2025. The permit was granted subject to 11 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: Owner/Applicant agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code section 66474.9, defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, and/or employees from any claim, action, or proceeding against the County and/or its agents, officers, and/or or employees to attack, set aside, void, or annul this approval and/or related subsequent approvals, including, but not limited to, design approvals, which action is brought within the time provided for under law. Owner/Applicant shall reimburse the County for any court costs and attorney's fees that the County may be required by a court to pay as a result of such action.

The County shall notify Owner/Applicant of any such claim, action, and/or proceeding as expeditiously as possible. The County may, at its sole discretion, participate in the defense of such action. However, such participation shall not relieve Owner/Applicant of his/her/its obligations under this condition. Regardless, the County shall cooperate fully in defense of the claim, action, and/or proceeding.

(County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: This Indemnification Obligation binds Owner/Applicant from the date of approval of this discretionary development permit forward. Regardless, on written demand of the County County's Office, Owner/Applicant shall also execute and cause to be notarized an agreement to this effect. The County Counsel's Office shall send Owner/Applicant an indemnification agreement. Owner/Applicant shall submit such signed and notarized Indemnification Agreement to the Office of the County Counsel for County's review and signature. Owner/Applicant shall then record such indemnification agreement with the County of Monterey Recorder's Office. Owner/Applicant shall be responsible for all costs required to comply with this paragraph including, but not limited to, notary costs and Recorder fees.

4. PD011(A) - TREE REMOVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Tree removal shall not occur until a construction permit has been issued in conformance with the appropriate stage or phase of development in this permit. Only those trees approved for removal shall be removed. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to tree removal, the Owner/ Applicant/ Tree Removal Contractor shall demonstrate that a construction permit has been issued prior to commencement of tree removal.

5. PD011 - TREE AND ROOT PROTECTION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of HCD - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to HCD - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to HCD-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

6. PW0044 - CONSTRUCTION MANAGEMENT PLAN

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: The applicant shall submit a Construction Management Plan (CMP) to HCD-Planning and HCD-Engineering Services for review and approval. The CMP shall include measures to minimize traffic impacts during the construction/grading phase of the project.

CMP shall include, at a minimum, duration of the construction, hours of operation, truck routes, estimated number of truck trips that will be generated, number of construction workers, and on-site/off-site parking areas for equipment and workers and locations of truck staging areas. Approved measures included in the CMP shall be implemented by the applicant during the construction/grading phase of the project. (Public Works)

Compliance or Monitoring Action to be Performed: 1. Prior to issuance of the Grading Permit or Building Permit, Owner/Applicant/Contractor shall prepare a CMP and shall submit the CMP to the HCD-Planning and HCD- Engineering Services for review and approval.

2. On-going through construction phases Owner/Applicant/Contractor shall implement the approved measures during the construction/grading phase of the project.

7. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall relocate two trees approved for relocation as shown in the front of the proposed structure in the approved plans for the project. (The applicant shall also plant a 48-inch box Cypress tree of native stock as required by PLN100338/Board Resolution no. 23-237, which is not shown in these approved plans but is still required.)
A qualified Arborist shall be included in a preconstruction meeting and oversee the relocation of the two trees as shown in the approved plans and the replanting of the replacement tree pursuant to Condition No. 16 of Board Reso. no. 23-237. The arborist may require additional tree planting due to tree failure or to make up for lost canopy to screen the development. The replacement trees shall be Monterey cypress, 36-inch box size or larger. The trees may only be removed with the approval of a Coastal Development Permit. Monitoring for survival and vigor shall be implemented for a total of 5 years. This includes quarterly monitoring of the replacement trees by a Certified Arborist for 3 years and annual monitoring for minimum of 5 years, with replanting from Pebble Beach area Cypress stock, as needed. The applicant or applicant's representative shall implement the arborist recommendation(s) within one month of receiving the recommendation. If any relocated trees die, the applicant shall replace the tree(s) at standard County tree replacement ratios. Replacement tree(s) shall be located within the same general location as the tree being removed. (HCD - Planning)

Compliance or Monitoring Action to be Performed: A qualified Arborist shall be included in a preconstruction meeting. Applicant/Owner shall submit to HCD-Planning for review and approval a sign-in sheet from the preconstruction meeting that includes names and company information.

Prior to construction permit issuance, Applicant/Owner shall submit to HCD-Planning for review and approval a contract Scope of Work with a qualified Arborist that includes the requirements of this condition.

Qualified Arborist shall oversee and report on tree relocation activities, including photographs of the relocation of the trees. As evidence that this has been completed, Applicant/Owner shall submit an "as planted" plan prepared by a the arborist showing the location of the replacement trees, protective measures that have been installed, species, size and any irrigation/hand watering plan.
Qualified Arborist shall perform a monitoring program including at a minimum:
1) Quarterly monitoring inspections by qualified Arborist of all relocated/planted trees for a minimum of 3 years and annual inspections for a minimum of 2 additional years (total of 5 years monitoring).
2) A report by the arborist documenting the findings of each inspection shall be submitted to HCD-Planning for review and approval within one month of each inspection. The first quarterly inspection report for monitoring of trees is due 4 months after the relocation planting of the trees.
Should the monitoring reports conclude that replanting shall be required, replacement tree(s) from Pebble Beach Cypress tree stock shall be planted within the same general location as the tree(s) that failed. The applicant or applicant's representative shall implement the arborist recommendation(s) within one month of receiving the recommendation.

8. PDSP002: CONFORMANCE WITH CONDITIONS OF APPROVAL FOR PLN100338

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Per Condition No. 43 of PLN100338, a Mitigation Monitoring and Reporting Plan (MMRP) Agreement was prepared by staff and County Counsel, signed and notarized by the Applicant and the HCD Director, and recorded by the Applicant as County Document No. 2023029686. PLN240077, as permitted through Resolution No. 25-012, is related to the Combined Development Permit approved by the Board of Supervisors on June 27, 2023, with Board Resolution Nos. 23-036 and 23-037. Work authorized under this Permit must comply with the Conditions of Approval/Mitigation Monitoring and Reporting Plan for PLN100338, as memorialized in the MMRP Agreement prepared for PLN100338, Document No. 2023029686. This condition of approval memorializes that the Conditions of Approval/Mitigation Monitoring and Reporting Plan approved through those resolutions will continue as formalized in the MMRP Agreement, and this project and its conditions of approval are added to and in general conformance with them.

Compliance or Monitoring Action to be Performed: Comply with all COA herein and the Conditions of Approval/Mitigation Monitoring and Reporting Plan as formalized by the MMRP Agreement (County Document No. 2023029686).

9. PDSP003: CONSERVATION AND EASEMENT DEED (BIO/MM-3.1 FULL PROJECT)

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of grading, or construction permits, and consistent with Del Monte Forest Land Use Plan Environmentally Sensitive Habitat Area Policies 13 and 17, the applicant shall permanently protect Environmentally Sensitive Habitat Areas located outside the construction area by establishing deed restrictions or a permanent open space conservation and scenic easement to be granted to the Del Monte Forest Foundation. The deed restrictions/easement shall encompass the 1.67-acre area proposed for dune scrub restoration shown in Figures 2-3 and 4.2-2. The restrictions shall designate the easement area as a native dune scrub restoration area and Environmentally Sensitive Habitat Area, where only habitat restoration and other resource dependent uses are permitted. The only deviations from such restrictions may be to repair existing sewer cleanouts and associated sewer pipes that are located in the area. The deed restrictions shall require any future work on the sewer cleanouts and associated piping to be monitored by a qualified biologist and all disturbance areas to be restored to central dune scrub habitat per the specifications put forth in the applicant's Dune Restoration Plan. (HCD-Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of construction permits, the applicant shall submit to the County of Monterey HCD – Planning for review and approval a CSE exhibit (plat and legal description) that illustrates complete sand dune preservation where it is expected to be restored. The Deed shall allow habitat restoration and other resource dependent uses are permitted. Prior to final on construction permit, the applicant shall submit to the County of Monterey HCD – Planning a recorded easement reflecting compliance with this measure.

10. PD041 - HEIGHT VERIFICATION

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall have a benchmark placed upon the property and identify the benchmark on the building plans. The benchmark shall remain visible on-site until final building inspection. The applicant shall provide evidence from a licensed civil engineer or surveyor to the Director of HCD - Building Services for review and approval, that the height of the structure(s) from the benchmark is consistent with what was approved on the building permit associated with this project. (HCD - Planning and HCD - Building Services)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading or building permits, the Owner/Applicant shall have a benchmark placed upon the property and identify the benchmark on the building plans. The benchmark shall remain visible onsite until final building inspection.

Prior to the foundation pre-pour inspection, the Owner/Applicant shall provide evidence from a licensed civil engineer or surveyor, to the Director of HCD - Building Services for review and approval, that the height of first finished floor from the benchmark is consistent with what was approved on the building permit.

Prior to the final inspection, the Owner/Applicant/Engineer shall provide evidence from a licensed civil engineer or surveyor, to the Director of HCD - Building Services for review and approval, that the height of the structure(s) from the benchmark is consistent with what was approved on the building permit.

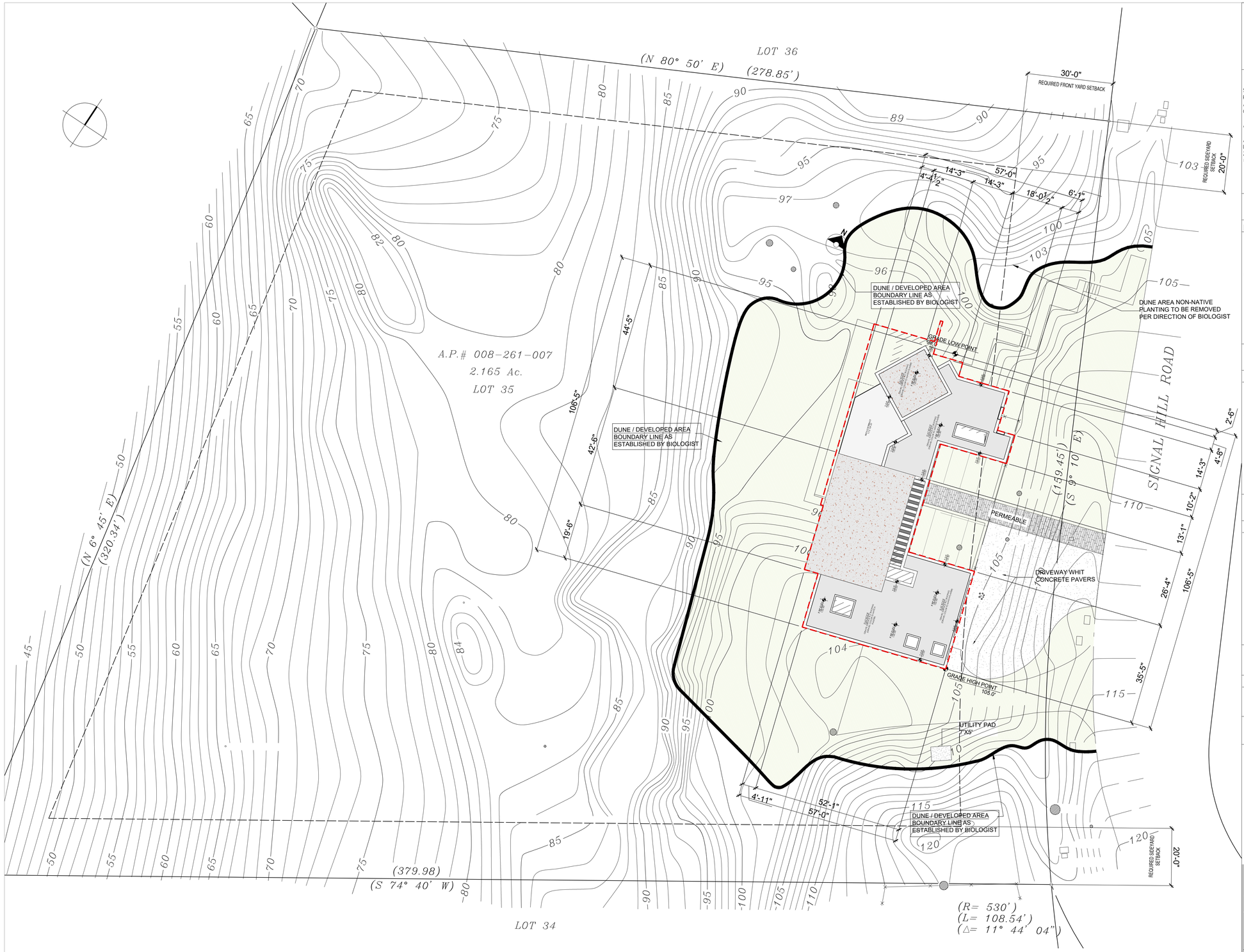
11. PDSP004: NO IMPERVIOUS COVERAGE IN FORMER COURTYARD

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This permit (PLN240077) has been approved on the basis that the new home design is entirely within the footprint of the former Connell House and that the height of the new home does not constitute ridgeline development. The plans attached to Board of Supervisors Resolution No. 25-334 show improvements within the front courtyard of the house. These improvements shall not be made part of the living area of the proposed dwelling and shall not contain impervious surfaces. Other than the proposed driveway, any impervious surfaces extending beyond the footprint of the former Connell House are not permitted. The area within the front courtyard may be used for landscaping and pervious surface consistent with landscape plan conditions and requirements applied to PLN100338.

Compliance or Monitoring Action to be Performed: Prior to the issuance of Construction Permits, the Owner/Applicant shall incorporate details demonstrating compliance with this condition in the construction and landscape plans.

Prior to final inspection, the Owner/Applicant shall provide evidence to the satisfaction of the Director of Housing & Community Development that the improvements in the courtyard remain pervious.



SITE PLAN SCALE. 1/16"=1'-0"

0 10 20 40 80

LEGAL DESCRIPTION:

SUBDIVISION:	EL PESCADERO RHO
PLANNING AREA:	GREATER MONTEREY PENINSULA
AREA PLAN:	DEL MONTE FOREST LAND USE PLAN
COUNTY FILE NUMBER:	PLN100338L
ADDRESS:	1170 SIGNAL HILL DRIVE PEBBLE BEACH, CA 93953
ACCESSOR'S PARCEL No.:	008-267-007
LOT No.:	35
ZONING:	LDR/1.5-D (CZ)
USE:	SINGLE FAMILY RESIDENTIAL

LOT COVERAGE

LOT SIZE: 2.165 Acres - (94,307 s.f.)

MAXIMUM ALLOWABLE BUILDING COVERAGE (per code):= 15%

94,307 s.f. X 15%= 14,146 s.f.

IMPERVIOUS LOT COVERAGE:

BUILDING FOOT PRINT.	4,122.00 s.f.
DRIVEWAY	1,838.00 s.f.
HARDSCAPE	
Terrace	378.00 s.f.
TOTAL:	6,338.00 s.f. = 6.72%

FLOOR AREA

MAXIMUM ALLOWABLE FLOOR AREA - (LDR/1.5D.): 17.5%

ALLOWABLE FLOOR AREA:

94,307 s.f.x 17.5% = 16,504 s.f.

PROPOSED FLOOR AREA / RADIO:

LOWER LEVEL:	3,591.29 s.f.
FIRST FLOOR (w/GARAGE:)	4,098.63 s.f.
TOTAL FLOOR AREA:	7,689.92 s.f./94,307 =8.15%

BUILDING HEIGHT

MAXIMUM ALLOWABLE HEIGHT - (LDR/1.5D.): 30 FEET

HEIGHT CALCULATION

HIGH POINT OF NATURAL GRADE:	105.00'
LOW POINT OF NATURAL GRADE:	98.00'
DIFERENCIAL:	7.00'

AVERAGE GRADE: 7.00'/2 = 3.5' + 98.0' = 101.50'

ACTUAL HEIGHT ELEVATION: 101.50' + 25.50 ' = 127.0'

TREE RELOCATION

2 TREES TO BE RELOCATED

GRADING CUT/FILL (see civil drawings)

CUT	780 CY
FILL	500 CY
EXPORT	280 CY

REQUIRED PARKING

REQUIRED PARKING FOR SINGLE FAMILY DWELLING: 2 CARS
PARKING SPOTS PROVIDED. 3 CARS



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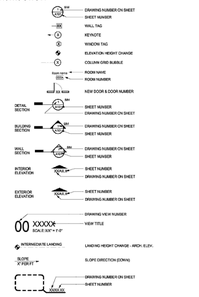
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GRADES.

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- THE DIMENSIONS ARE TO FINISHING CLOTHES.
- THE DATES AND SUBSEQUENT REVISIONS OF EACH MUST BE CONSULTED FLAT.
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GENERAL/ CONSTRUCTION

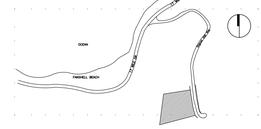


PLAN KEY NOTES ⓧ -

REVISIONS

NO.	DESCRIPTION	DATE

LOCATION



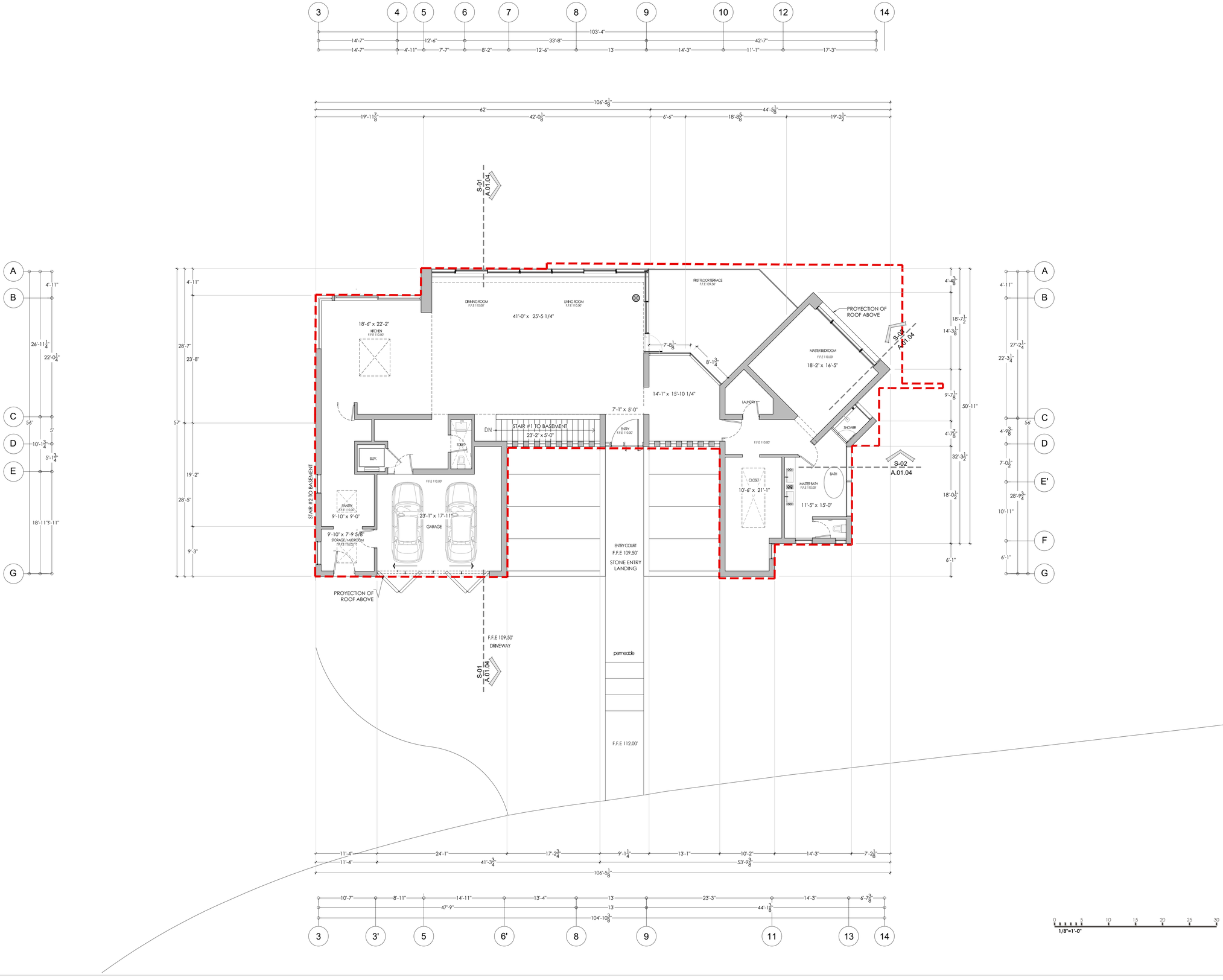
MASSY HOUSE

LOT No. 35
1170 SIGNAL HILL DRIVE
PEBBLE BEACH, CA 93953

SITE PLAN

SCALE	DATE
1/16"=1'-0"	8/11/25

A.00.01 SITE PLAN



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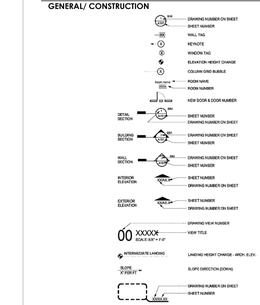
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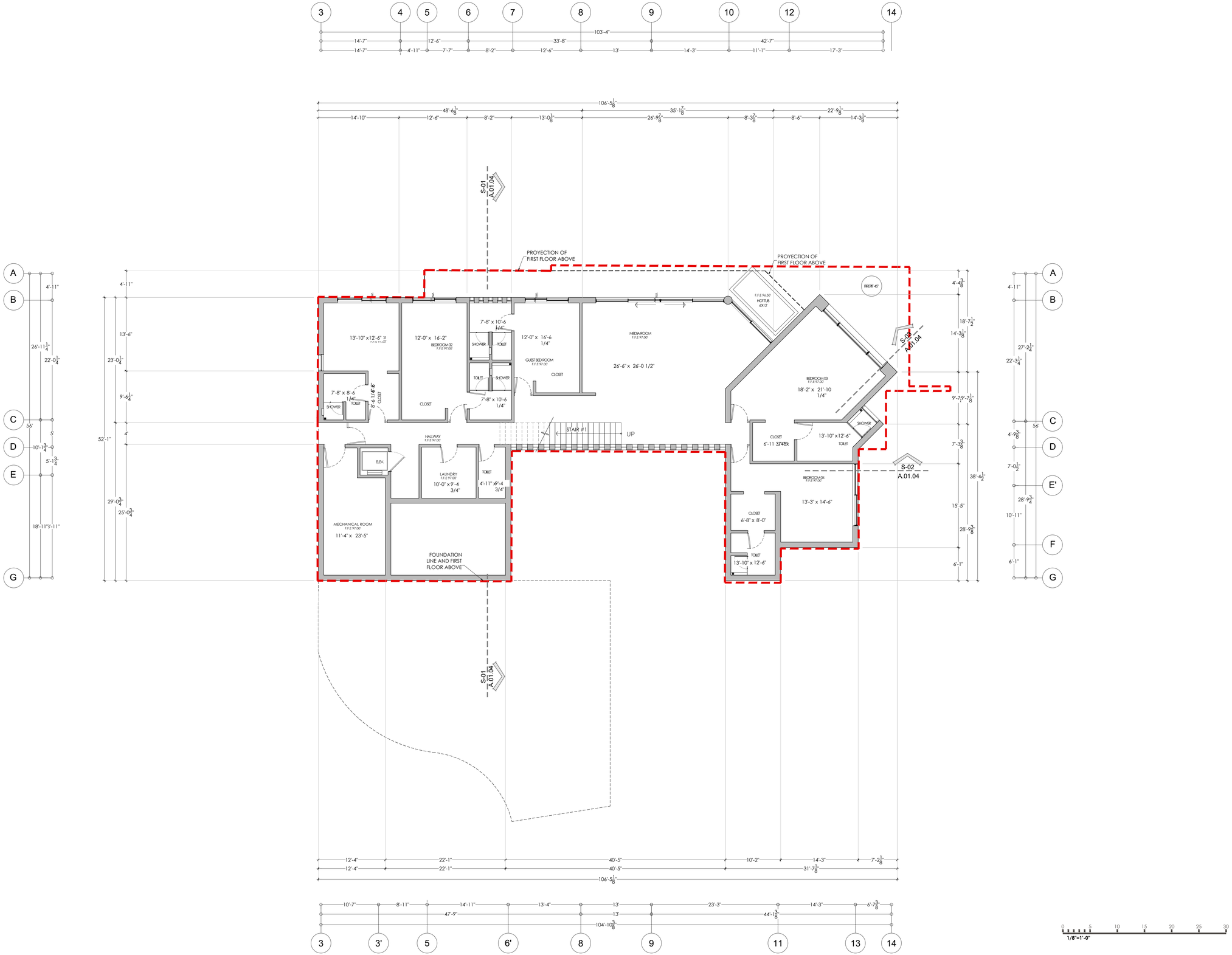
MASSY HOUSE

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PEBBLE BEACH, CA 93953

ARCHITECTURAL PLAN
FIRST FLOOR

SCALE	DATE
1/8"=1'-0"	8/11/25

A.01.01 FIRST FLOOR



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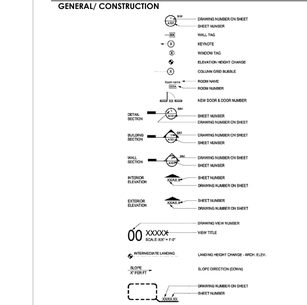
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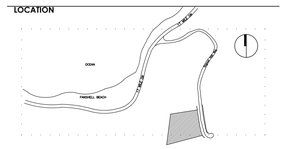


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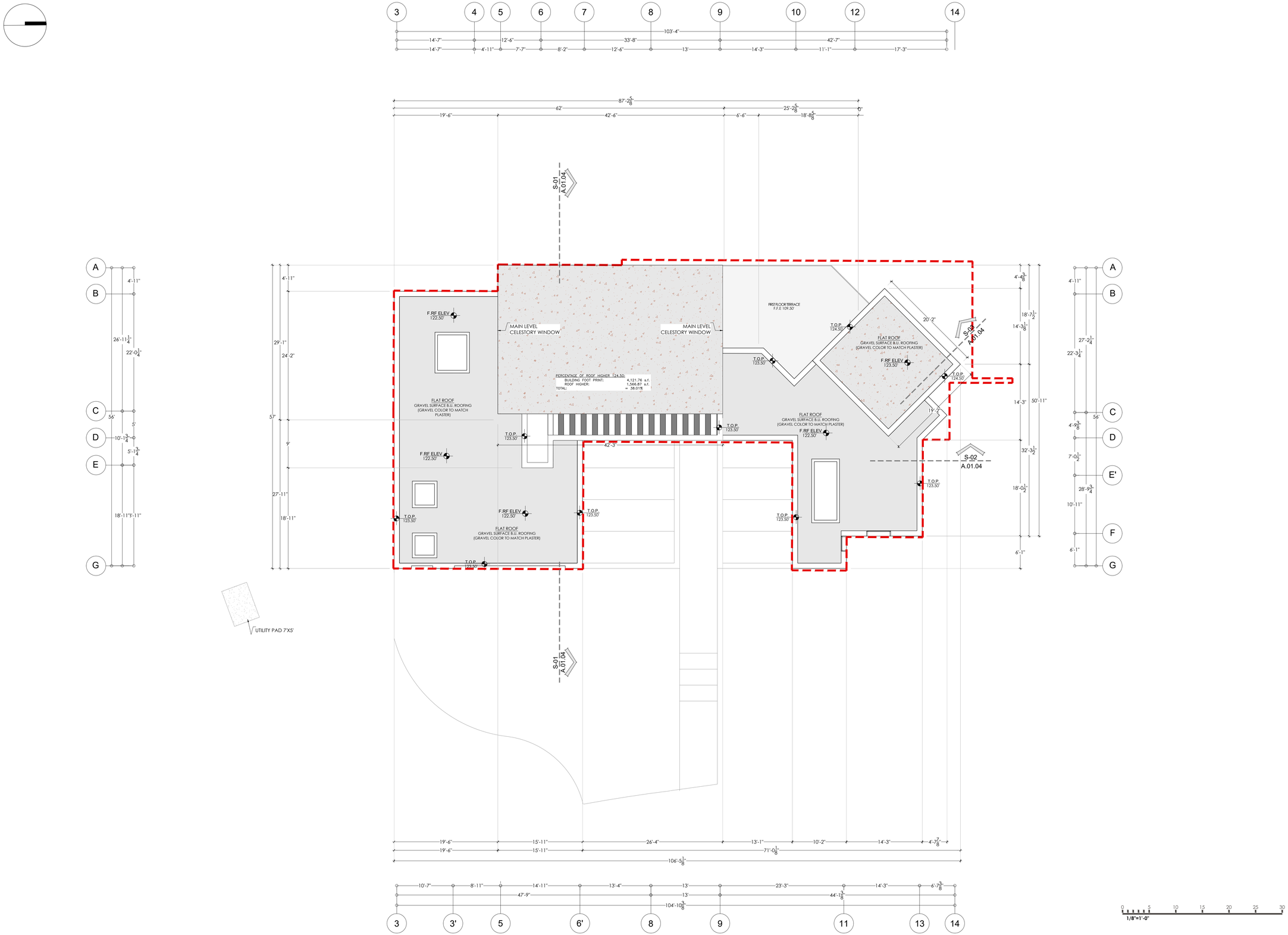
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ARCHITECTURAL PLAN
BASEMENT FLOOR

SCALE	DATE
1/8"=1'-0"	8/11/25

A.01.02 BASEMENT FLOOR



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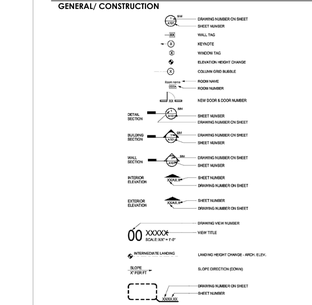
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GENERAL/ CONSTRUCTION

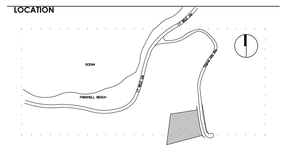


PLAN KEY NOTES ⓧ -

REVISIONS

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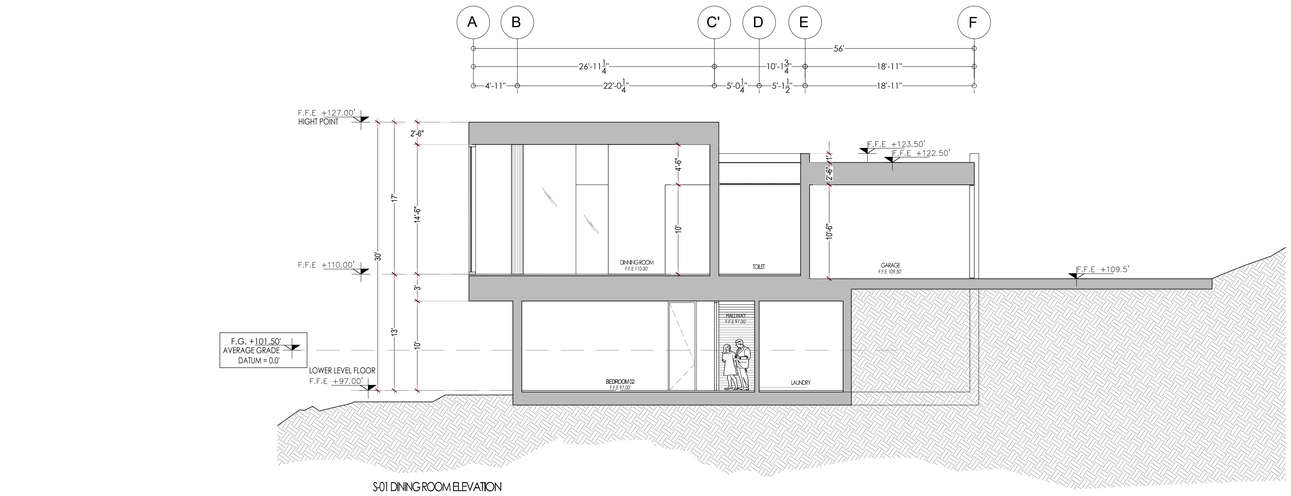
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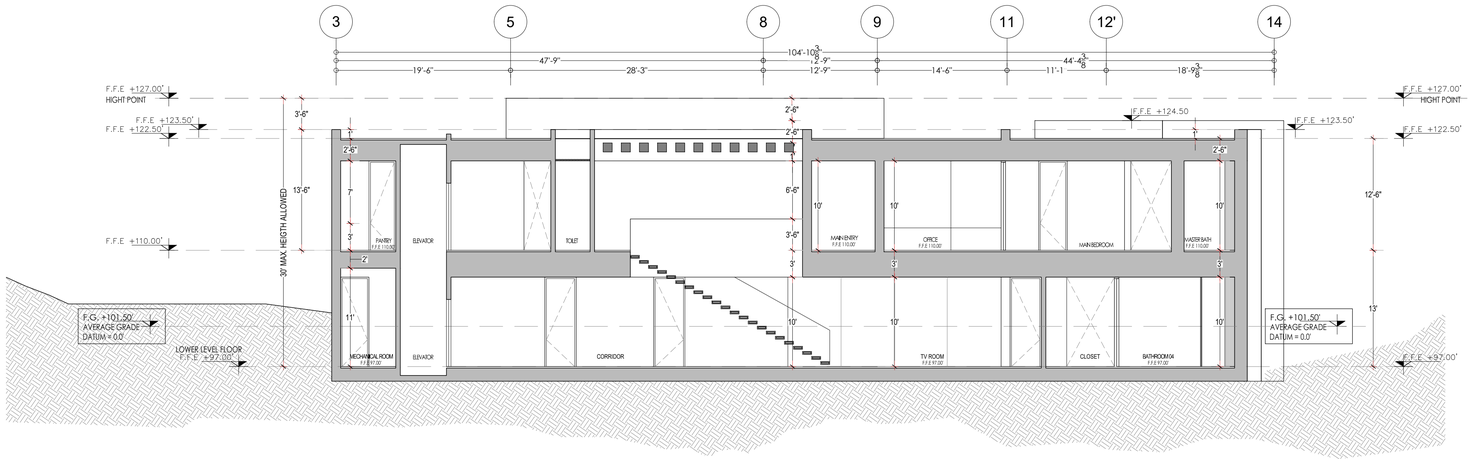
ARCHITECTURAL PLAN
ROOF PLAN

SCALE	DATE
1/8"=1'-0"	8/11/25

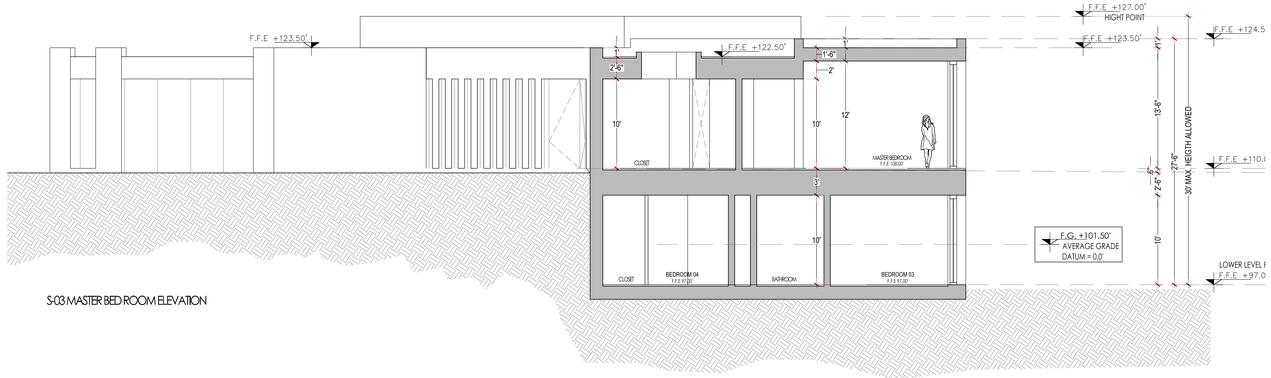
A.01.03 ROOF PLAN



S-01 DINNING ROOM ELEVATION



S-02 MAIN BED ROOM ELEVATION



S-03 MASTER BED ROOM ELEVATION

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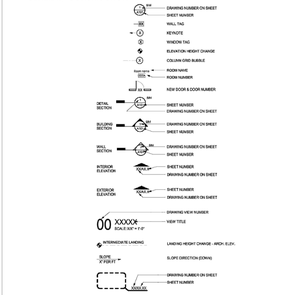
VICTOR LEGORRETA
MIGUEL ALMARAZ
MIGUEL ALATRISTE

PALACIO DE VERSALLES 285- A MEXICO D.F.
C.P. 11020
TEL. +52 (55)52 51 96 98
www.legorretalegorreta.com

GRADES.

- DIMENSION IN FEET.
- LEVELS IN FEET.
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GENERAL/ CONSTRUCTION

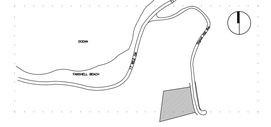


PLAN KEY NOTES ① -

REVISIONS

NO.	DESCRIPTION	DATE

LOCATION



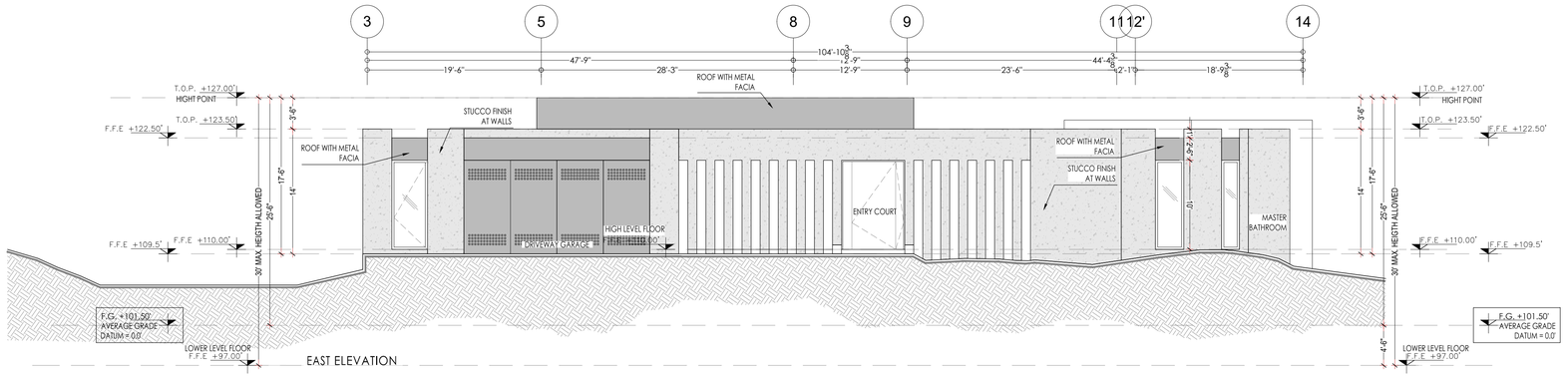
MASSY HOUSE

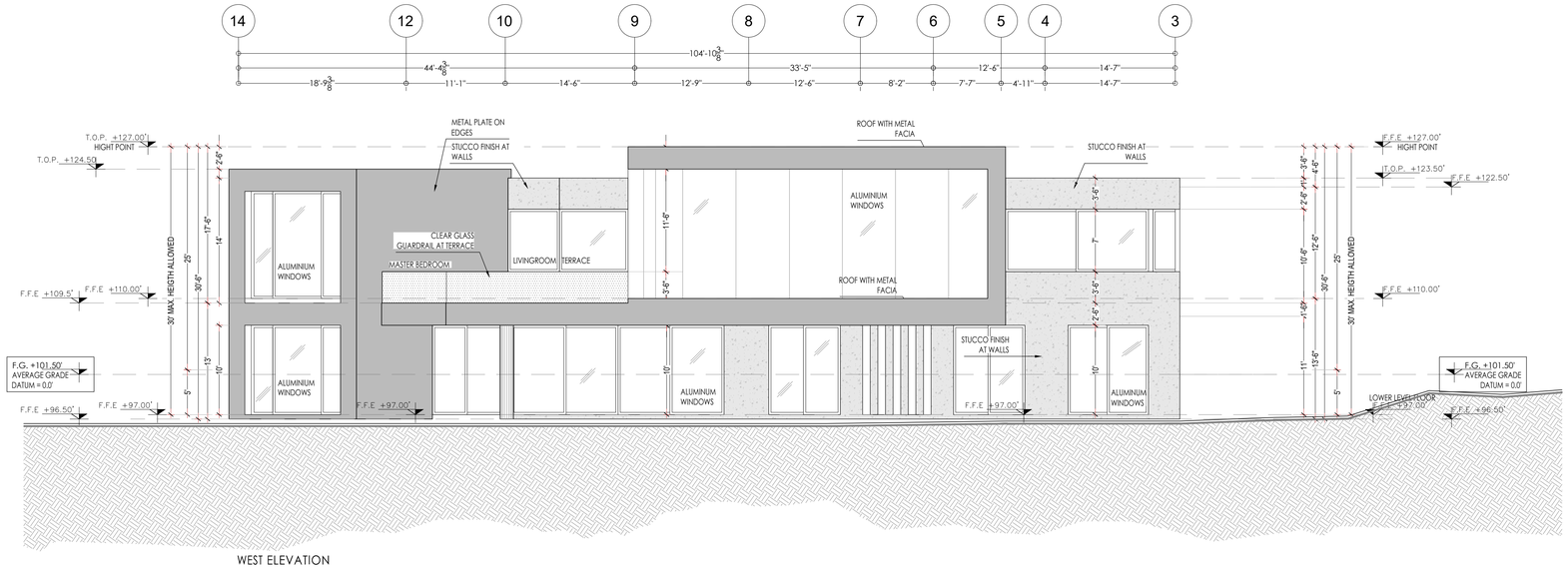
LOT No. 35
1170 SIGNAL HILL DRIVE
PEBBLE BEACH, CA 93953

ARCHITECTURAL PLAN
SECTIONS

SCALE	DATE
1/8"=1'-0"	8/12/25

A.01.04 SECTIONS





WEST ELEVATION

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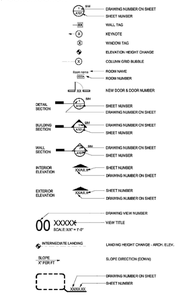
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GENERAL/ CONSTRUCTION



PLAN KEY NOTES ⓧ -

REVISIONS

NO.	DESCRIPTION	DATE

LOCATION



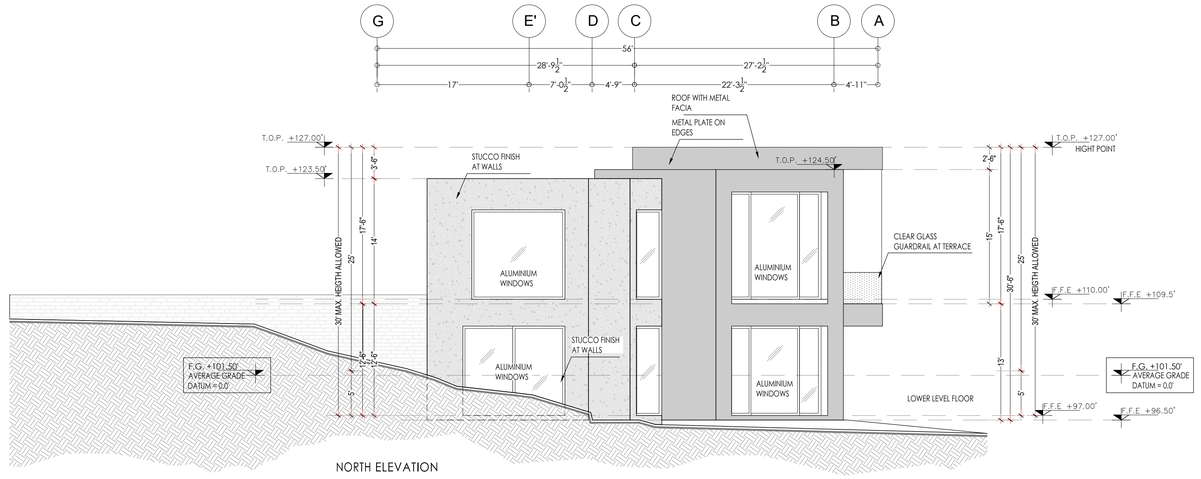
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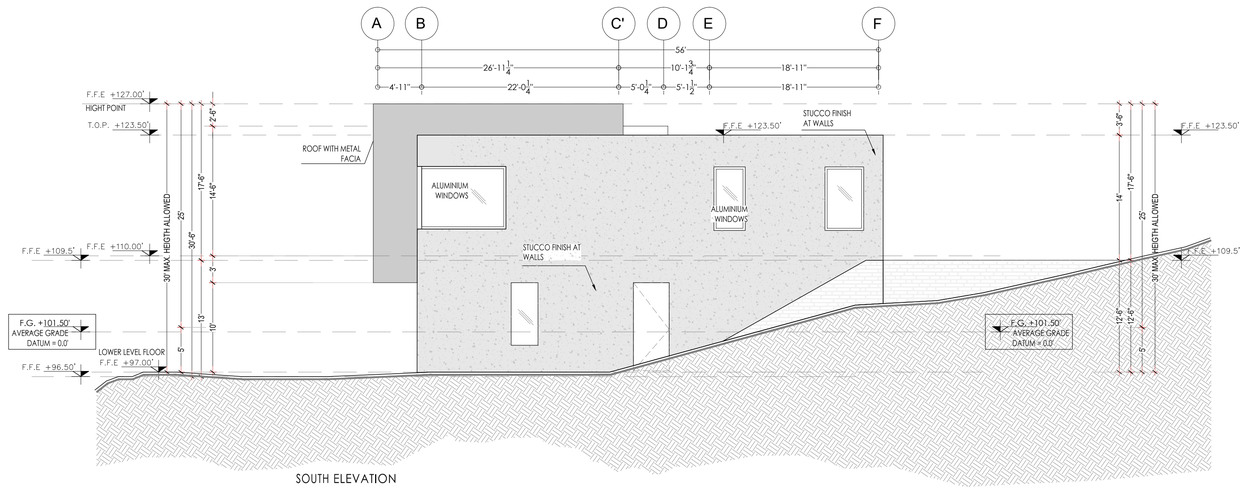
ARCHITECTURAL PLAN
ELEVATIONS

SCALE	DATE
1/8"=1'-0"	8/12/25

A.01.05 ELEVATIONS



NORTH ELEVATION



SOUTH ELEVATION

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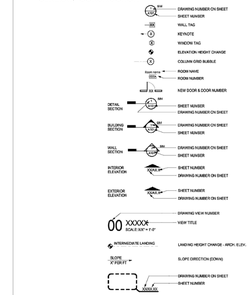
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GENERAL/ CONSTRUCTION



PLAN KEY NOTES ⓧ -

REVISIONS

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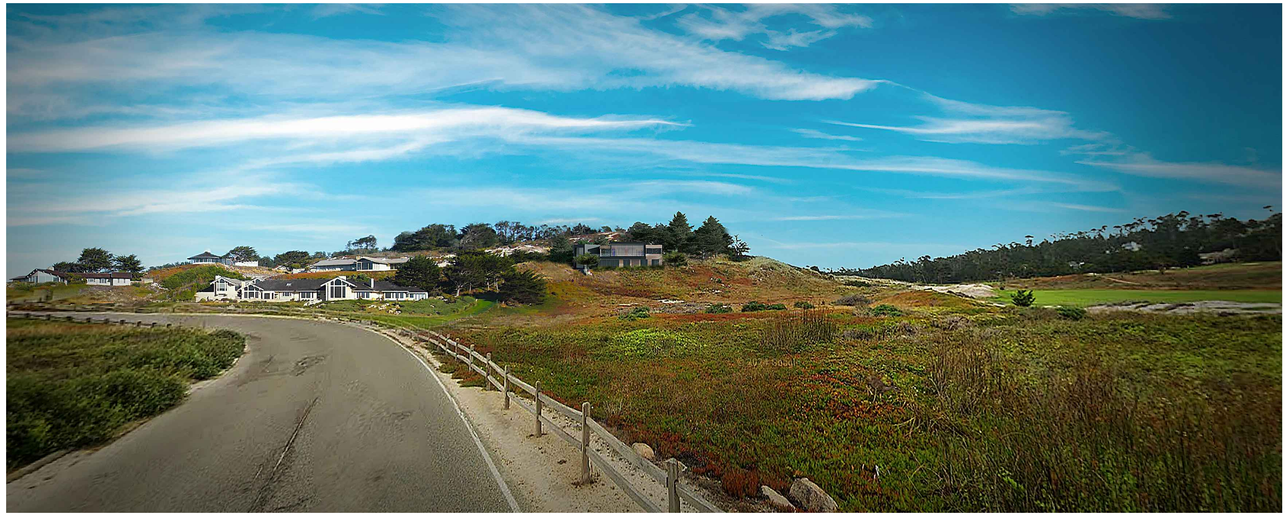
MASSY HOUSE

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PEBBLE BEACH, CA 93953

ARCHITECTURAL PLAN
ELEVATIONS

SCALE	DATE
1/8"=1'-0"	8/12/25

A.01.06 ELEVATIONS



PROPOSED RESIDENCE



SIGNAL HILL RD VIEW



SIGNAL HILL RD VIEW

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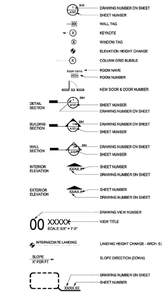
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GENERAL/ CONSTRUCTION



PLAN KEY NOTES ⓧ -

REVISIONS

NO.	DESCRIPTION	DATE

LOCATION



MASSY HOUSE

LOT No. 35
1170 SIGNAL HILL DRIVE
PEBBLE BEACH, CA 93953

PROPOSED RESIDENCE

SCALE	DATE
1/12"=1'-0"	8/13/25

A.00.03 RENDERS

Introduced: 2/11/2026

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve a non-standard Professional Services Agreement in the amount of $15,000 with Workbench, Inc., to provide updates to the existing Accessory Dwelling Unit plans to incorporate and update the California Building Code for a term beginning from execution to June 30, 2029 in an amount not to exceed $15,000; and
b. Authorize the Chief Contracts and Procurement Officer or designee to sign the non-standard Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($1,500);

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve a non-standard Professional Services Agreement in the amount of $15,000 with Workbench, Inc., to provide updates to the existing Accessory Dwelling Unit plans to incorporate and update the California Building Code for a term beginning from execution to June 30, 2029 in an amount not to exceed $15,000; and
b. Authorize the Chief Contracts and Procurement Officer or designee to sign the non-standard Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than 10% ($1,500);

SUMMARY:

In June 2022, the County entered into an Agreement with Workbench to provide the design and development of detached Accessory Dwelling Unit (ADU) building plans for studio, one-bedroom, and two-bedroom unit types that allow for a one-room addition. These plans are available on the County's Housing and Community Development (HCD) website and are being utilized by the public. That Agreement expired December 31, 2023.

DISCUSSION:

There has been an update to the building codes that in turn requires an update to the ADU plans. Workbench shall bring the plans up to date to meet the California Building Code 2025 Year Code for the design, structural, electrical, plumbing, and mechanical disciplines. Additionally, they will coordinate the current year code-required updates with all subconsultants as necessary.

With Addendum No. 1, two subparagraphs are added to this Professional Services Agreement

making the Agreement non-standard. They are summarized below:

16.17, Ownership of Work: All work products, upon creation, under this Agreement are jointly owned by the County, Workbench, and Workbench's subconsultants. It provides a permanent right to reuse the plans in their future business for any purpose if all references to the County are removed.

The County agrees that the Contractor is not responsible for how the materials are reused or modified in the future, including reuse by residents (such as under a pre-approved ADU program). Aside from reusing the plans themselves, Workbench may not share reports or information created under the agreement without obtaining the County's prior written approval, unless disclosure is required by law, and Workbench is permitted to keep copies of all deliverables.

16.18, Restrictions on use by the County and their Residents: The County must notify Workbench whenever construction is approved using their plans by providing a copy of the executed liability waiver. Any plans the County makes available to the public must include prominent disclaimer language on every sheet that limits the liability of both Workbench and the County, places all risk on the user, disclaims warranties, requires indemnification, and confirms the plans are copyrighted and restricted to the approved ADU project.

In addition, anyone who uses the County's pre-approved ADU plans must sign a liability waiver identifying the user and the specific plan set, and agreeing to release, indemnify, and hold harmless the Contractor and the County from all claims or losses arising from use, reuse, or modification of the plans. All property owners and beneficial owners must sign the waiver before the plans may be used.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and Auditor-Controller have reviewed the non-standard Professional Services Agreement as to form and legality, and fiscal provisions, respectively.

FINANCING:
The cost for the services and staff time to prepare this report is included in the FY2025-26 Adopted Budget for Appropriation Unit HCD002, Unit 8543 and Appropriation Unit HCD001, Unit 8542 respectively. Future years' costs will be included annually in the requested budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The work provided through this agreement will ensure that the County maintains compliance with California Codes and provides the public with streamlined and efficient information.

- Well-Being and Quality of Life
- Sustainable Infrastructure for the Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- x Other: Administration

Prepared by: Kathy Nielsen, Management Analyst II, 755-4832
Reviewed by: Josh Bowling, Chief of Building, 755-5227

Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Non-standard Professional Services Agreement

Introduced: 2/11/2026 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve a non-standard Professional Services Agreement in the amount of $15,000 with Workbench, Inc., to provide updates to the existing Accessory Dwelling Unit plans to incorporate and update the California Building Code for a term beginning from execution to June 30, 2029 in an amount not to exceed $15,000; and
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Prepared by: Kathy Nielsen, Management Analyst II, 755-4832
Reviewed by: Josh Bowling, Chief of Building, 755-5227
Approved by: Craig Spencer, HCD Director

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Non-standard Professional Services Agreement

Attachment 1

non-standard Professional Services Agreement
with Workbench

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Docusign Envelope ID: 5A2B1CF3-3273-4BE2-AA45-73A61D2F72A4

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Workbench, Inc., a California Corporation ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED. The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide updates to Accessory Dwelling Unit (ADU) building plans to incorporate and update the California Building Code.

2. PAYMENTS BY COUNTY. The 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 $15,000.

3. TERM OF AGREEMENT. The term of this Agreement is from execution **to** June 30, 2029, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	**Scope of Services/Payment Provisions**
Exhibit B	**Automobile Liability Waiver**
Addendum 1	**Accessory Dwelling Unit Plan Updates**

5. PERFORMANCE STANDARDS.

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

Docusign Envelope ID: 5A2B1CF3-3273-4BE2-AA45-73A61D2F72A4

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02 CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

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8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

9. INSURANCE.

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Key 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.)

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) 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 service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) 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 (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

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insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the 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 the 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 (3) 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- (3-) 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 (3) years after final payment under the Agreement.

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10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the County.

10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Kathy Nielsen, Management Analyst II Name and Title	Jamileh Cannon, Founding Partner Name and Title
1441 Schilling Place, South 2nd Floor Salinas, CA 93901 Address	189 Walnut Avenue Santa Cruz, CA 95060 Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov Phone/Email	(831) 227-2217 jamileh@workbenchbuilt.com Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

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16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

16.11 Non-exclusive Agreement. This Agreement is non-exclusive, and both the County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

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16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Chief Contracts and Procurement Officer

Date: _____

By: N/A
Craig W. Spencer, HCD Director (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: 3E69DCB3C1EC402... County Counsel

Date: 2/9/2026

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Andrea Valentine 25834C98491E449... Auditor/Controller

Date: 2/9/2026

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: DocuSigned by: David Bolton 3E7A6EF1DD94449... David Bolton, Risk Manager

Date: 2/9/2026

CONTRACTOR

WORKBENCH
Contractor's Business Name*

By: DocuSigned by: Tim Gordin CF1B33FD025A0344... (Signature of Chair, President, or Vice President) *

Tim Gordin, President
Name and Title

Date: 2/9/2026

By: Signed by: Jamileh Cannon CF86B68E9D61448... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jamileh Cannon, Secretary
Name and Title

Date: 2/9/2026

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1] Approval by the Office of County Counsel is required.
[2] Approval by Auditor-Controller is required.
[3] Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Workbench, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Updates to the Pre-Designed Layouts/Designs/Plan sets to include the needed Design, Structural, Electrical, Plumbing and Mechanical updates to meet code compliance shall be provided and include the following:

- 1 Bedroom Layout: Santa Lucia
- 1 Bedroom Layout: Ranch
- 2 Bedroom Layout: Santa Lucia
- 2 Bedroom Layout: Ranch
- 3 Bedroom Layout: Santa Lucia
- 3 Bedroom Layout: Ranch

Task 1 – Initial Coordination and Information Gathering

1.1 CONTRACTOR shall gather relevant information about required updates.

1.2 CONTRACTOR shall conduct an internal review of drawing sets to define required updates for Design, Structural, Electrical, Plumbing, and Mechanical code updates.

1.3 CONTRACTOR shall update and provide to the County an updated timeline.

Task 2 – Code Update

2.1 CONTRACTOR shall update plans to meet the CBC 2025 Year Code for Design, Structural, Electrical, Plumbing and Mechanical disciplines.

2.2 CONTRACTOR shall coordinate Current Year code-required updates with all subconsultants (Design, Structural, Electrical, Plumbing, and Mechanical) as necessary.

Task 3 – County Review and Final Deliverable

3.1 CONTRACTOR shall submit updated pre-designed layouts to County for one (1) round of review and comments.

3.2 CONTRACTOR shall review, coordinate, and integrate comments into final deliverable as required.

3.3 CONTRACTOR shall provide final deliverable to County:

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- Complete Current Year code compliant construction documents for all pre-designed Accessory Dwelling Units and deliver to County as digital files.
- Provide County with partial "not for construction" marketing sets, suitable for sharing online as digital files.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed $15,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	All Plans
Estimated Workbench Fee	$5,910
Estimated Structural Fee	$6,200
Estimated Mechanical/Plumbing Fee	$1,420
TOTAL	**$13,530**

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 Additional/On-Call Services

Additional services shall be accomplished on an hourly basis according to determined tasks approved by the County and charged based on the rates reflected in the table below. Invoicing for additional/on-call services shall be done on a monthly, time and materials basis.

Hourly Rate Billing Schedule

Principal	$325/hour	Construction Project Manager	$190/hour
Design Director	$280/hour	Construction Project Engineer	$130/hour
Senior Architect/Designer	$240/hour	Senior Construction Superintendent	$200/hour
Lead Architect/Designer	$195/hour	Construction Superintendent	$180/hour
Design Project Manager	$180/hour	Assistant Construction Superintendent	$125/hour
Job Captain	$150/hour	Senior Development Manager	$250/hour
Jr. Designer	$135/hour	Development Manager	$180/hour
Estimator	$190/hour	Assistant Development Manager	$145/hour
Director of Construction	$280/hour	Accounting Admin	$85/hour
Senior Project Manager	$225/hour	Project Admin	$95/hour
		Marketing	$140/hour

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B.3 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, "Payment Conditions," of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov:

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B - INSURANCE MODIFICATION

Waiver - Automobile Liability:

CONTRACTOR represents that all services under this Agreement will be performed remotely and will not involve the use of vehicles. Accordingly, the requirement to maintain automobile liability insurance is waived. If the scope of work changes during the term of this Agreement such that vehicle use becomes necessary, this waiver shall be reconsidered, and CONTRACTOR may be required to obtain and maintain automobile liability insurance as a condition of continuing services.

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ADDENDUM NO. 1
TO AGREEMENT BY AND BETWEEN WORKBENCH ("CONTRACTOR") AND THE COUNTY OF MONTEREY ("County") FOR PRE-APPROVED ACCESSORY DWELLING UNIT (ADU) PLANS UPDATES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Professional Services Agreement with Surveyors, Architects, Engineers & Design Professionals ("CONTRACTOR") and the County of Monterey ("County"). This Addendum No. 1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Amend Section 16.0, "Miscellaneous Provisions," to add subparagraph 16.17, "Ownership of Work," to read as follows:

16.17 Ownership of Work

It is mutually agreed that all materials prepared by the CONTRACTOR under this Agreement are upon creation and shall be at all times the shared property of the County, CONTRACTOR, and its subconsultants.

CONTRACTOR and associated subconsultants are granted an irrevocable license to re-use the plans created, or any portion thereof, in their business in the future, without limitation. In the event of any such re-use, CONTRACTOR shall remove any indications from the plans regarding the County. The County agrees that CONTRACTOR shall bear no responsibility for any re-use or modification of the materials prepared by the CONTRACTOR, including but not limited to use or modification by residents as part of a pre-approved ADU program. CONTRACTOR shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of County including without limitation information or reports required by government agencies to enable CONTRACTOR to perform its duties under this Agreement, excluding the plans themselves (per the above re-use permission) and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. CONTRACTOR will be allowed to retain copies of all deliverables.

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2. Amend Section 16.0, "Miscellaneous Provisions," to add subparagraph 16.18, "Restrictions on use by the County and their Residents," to read as follows:

16.18 Restrictions on use by the County and their Residents

16.18.1 The County agrees to send notice to CONTRACTOR of any approval of construction based on the plans created under the Agreement. Notice shall be accomplished by providing CONTRACTOR with a scanned copy of the liability waiver (16.18.3) executed in relation to any approved set of the plans created under the Agreement.

16.18.2 The liability limitation language to be included on each sheet of any plans created by CONTRACTOR that the County makes available for use by the public shall contain language limiting CONTRACTOR's and County's liability. The language shall be as follows:

BY USING THESE PERMIT READY CONSTRUCTION DOCUMENTS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS. 1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED FOR THE COUNTY OF MONTEREY PRE-APPROVED ADU. THIS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. WORKBENCH AND/OR THE COUNTY OF MONTEREY SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS. 2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WORKBENCH OR THE COUNTY OF MONTEREY. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, REUSE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD WORKBENCH AND THE COUNTY OF MONTEREY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGMENTS, OR COSTS ARISING OUT OF OR RESULTING THEREFROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY. 3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, DO NOT PROCEED BEYOND THIS DISCLAIMER.

Docusign Envelope ID: 5A2B1CF3-3273-4BE2-AA45-73A61D2F72A4

16.18.3 The Parties agree that any user of the County's Pre-Approved ADU Project plans must execute a liability waiver limiting CONTRACTOR's and County's liability. The waiver shall include, at a minimum, the following information and language:

- Full applicant name, project address and contact information (including all owners and beneficial owners of any property on which the County's Pre-Approved ADU Project plans will be used). Contact information should include full legal names, address(es), contact phone numbers, and email addresses.

- Identification of the plan set being used by the Application.

- Language stating: "By using these County of Monterey Pre-Approved ADU Project construction documents, the user agrees to release, hold harmless and indemnify Workbench and County of Monterey, including their respective officers, officials, employees, agents, and volunteers, contractors, consultants, and any architect or service provider who prepared the construction documents, from any and all claims, liabilities, suits and demands, on account of any injury, damage or loss to persons or property, including injury or death, or economic losses, including attorneys' fees and costs, arising out of the use of these construction documents."

Additional language mirroring the on-sheet language, stating: "BY USING THESE PERMIT READY CONSTRUCTION DOCUMENTS, THE RECIPIENT IS ACKNOWLEDGING ACCEPTANCE OF THE FOLLOWING CONDITIONS. 1. THE USE OF THIS INFORMATION IS RESTRICTED TO THE ORIGINAL PROJECT FOR WHICH IT WAS PREPARED FOR THE COUNTY OF MONTEREY PRE-APPROVED ADU. THIS DOES NOT ELIMINATE OR REDUCE THE RECIPIENT'S RESPONSIBILITY TO VERIFY ANY AND ALL INFORMATION RELEVANT TO THE RECIPIENT'S WORK AND RESPONSIBILITY ON THIS PROJECT. WORKBENCH AND/OR THE COUNTY OF MONTEREY SHALL NOT BE RESPONSIBLE FOR TRANSLATION ERRORS. 2. THE RECIPIENT RECOGNIZES AND ACKNOWLEDGES THAT THE USE OF THIS INFORMATION WILL BE AT THEIR SOLE RISK AND WITHOUT ANY LIABILITY OR LEGAL EXPOSURE TO WORKBENCH OR THE COUNTY OF MONTEREY. NO WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, SHALL ATTACH TO THESE DOCUMENTS AND THE INFORMATION CONTAINED THEREON. ANY USE, RE-USE, OR ALTERATION OF THESE DOCUMENTS BY THE RECIPIENT OR BY OTHERS WILL BE AT THE RECIPIENT'S RISK AND FULL LEGAL RESPONSIBILITY. FURTHERMORE, THE RECIPIENT WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD WORKBENCH AND THE COUNTY OF MONTEREY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS, JUDGMENTS, OR COSTS ARISING OUT

Docusign Envelope ID: 5A2B1CF3-3273-4BE2-AA45-73A61D2F72A4

OF OR RESULTING THEREFROM ON ACCOUNT OF ANY INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR PROPERTY. 3. THE DESIGNS REPRESENTED BY THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO COPYRIGHT PROTECTION. IF THE RECIPIENT DOES NOT AGREE WITH THE ABOVE CONDITIONS, DO NOT PROCEED BEYOND THIS DISCLAIMER."

- Signature blocks for all applicants, owners, and beneficial owners of the real property on which the County of Monterey Pre-Approved ADU Project plans are to be used.

****THIS SECTION INTENTIONALLY LEFT BLANK****

County of Monterey

Board Report

Legistar File Number: RES 26-031

Item No.65

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

March 10, 2026

Introduced: 1/22/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309 funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309 funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5th vote required).

SUMMARY:
County Service Area 9-Oak Park (CSA 9) is a non-contiguous district with three maintenance areas located just outside the City of Salinas boundary that includes Bolsa Knolls/Rogge Commons; County Club Meadows subdivision, north of Salinas along San Juan Grade Road; and Rosehart Industrial Park, south of Salinas along Potter Road. Storm drain maintenance and street lighting are the active services in the CSA. Regular storm drain maintenance is essential to ensure the safe and efficient conveyance of stormwater, protect public infrastructure, and reduce the risk of flooding.

DISCUSSION:
The Santa Rita Creek (also known as Little Bear Creek) sub-watershed drains through the Bolsa Knolls/Rogge subdivision, passing through numerous culverts, channels, and ditches before emptying into Santa Rita Creek within the City of Salinas. Periodically, it is necessary for Special Districts to perform drainage maintenance of the culverts to allow for the free flow of stormwater in the County-maintained culvert areas. Regular storm drainage maintenance is essential to ensure the safe and efficient conveyance of stormwater, protect public infrastructure, and reduce the risk of flooding.

FINANCING:
The recommended action will increase appropriations for the Fiscal Year 2025-26 Adopted Budget for CSA 9, Fund 052, Appropriation Unit PFP008, from $147,520 to $239,829, an increase of $92,309. The increase will be funded by the CSA's unassigned fund balance (052-3101). The beginning FY 2025-26 Fund Balance of $482,886 is estimated to be reduced to $319,704 by the end of the fiscal year. There is not an impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Regular drainage system maintenance meets strategic initiatives for Infrastructure by developing a sustainable infrastructure that improves the quality of life for County residents and supports economic development results.

___ 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: Lynette Redman, Management Analyst III
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - CSA 9 Financial Summary
Attachment C - CSA 9 Map

County of Monterey

Board Report

Legistar File Number: RES 26-031

Item No.

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

March 10, 2026

Introduced: 1/22/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309, funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5th vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309, funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5th vote required).

SUMMARY:
County Service Area 9-Oak Park (CSA 9) is a non-contiguous district with three maintenance areas located just outside the City of Salinas boundary that includes Bolsa Knolls/Rogge Commons; County Club Meadows subdivision, north of Salinas along San Juan Grade Road; and Rosehart Industrial Park, south of Salinas along Potter Road. Storm drain maintenance and street lighting are the active services in the CSA. Regular storm drain maintenance is essential to ensure the safe and efficient conveyance of stormwater, protect public infrastructure, and reduce the risk of flooding.

DISCUSSION:
The Santa Rita Creek (also known as Little Bear Creek) sub-watershed drains through the Bolsa Knolls/Rogge subdivision, passing through numerous culverts, channels, and ditches before emptying into Santa Rita Creek within the City of Salinas. Periodically, it is necessary for Special Districts to perform drainage maintenance of the culverts to allow for the free flow of stormwater in the County-maintained culvert areas. Regular storm drainage maintenance is essential to ensure the safe and efficient conveyance of stormwater, protect public infrastructure, and reduce the risk of flooding.

FINANCING:
The recommended action will increase appropriations for the Fiscal Year 2025-26 Adopted Budget for CSA 9, Fund 052, Appropriation Unit PFP008, from $147,520 to $239,829, an increase of $92,309. The increase will be funded by the CSA's unassigned fund balance (052-3101). The beginning FY 2025-26 Fund Balance of $482,886 is estimated to be reduced to $319,704 by the end of the fiscal year. There is not an impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Regular drainage system maintenance meets strategic initiatives for Infrastructure by developing a sustainable infrastructure that improves the quality of life for County residents and supports economic development results.

___ 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: Lynette Redman, Management Analyst III
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - CSA 9 Financial Summary
Attachment C - CSA 9 Map

Board of Supervisors
County of Monterey, State of California

Resolution No. 26-____

Adopt a Resolution to:	)
Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for County Service Area 9 - Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309 funded by unassigned fund balance (052-3101) to fund drainage system maintenance (4/5 vote required).	)

WHEREAS, County Service Area 9-Oak Park (CSA 9) active services include storm drain maintenance, surface water disposition, and street lighting;

WHEREAS, inspections following recent rainfall events indicated the culvert drainage system requires additional maintenance;

WHEREAS, additional culvert maintenance will allow for the safe and efficient conveyance of stormwater, protect public infrastructure, and reduce the risk of flooding;

WHEREAS, it is necessary for CSA 9 to increase the Fiscal Year (FY) 2025-26 Adopted Budget appropriations in Fund 052, Appropriation Unit PFP008, by $92,309, financed by Fund 052, unassigned fund balance, to fund additional culvert drainage system maintenance.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors hereby:

a. Authorize and direct the Auditor-Controller to amend Fiscal Year 2025-26 Adopted Budget for CSA 9-Oak Park, Fund 052, Appropriation Unit PFP008, increasing appropriations by $92,309, funded by unassigned fund balance (052-3101) for drainage system maintenance (4/5th vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 10th day of March 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on March 10, 2026.

Dated:
File Number: _____

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

By _____
Deputy

ATTACHMENT B

CSA 9 - Oak Park
FUND 052 UNIT 8566 PFP008
FINANCIAL SUMMARY FOR THE FISCAL YEAR ENDING JUNE 30, 2026

Estimated Beginning Unassigned Fund Balance		**$ 482,886**

Revenue		**2025-26 Revenue Budget**	**2025-26 Year-to-Date (1/30/2026)**	**2025-26 Projected Year End Estimate**
4010	Property Tax - Current Secured	$ 53,366	$ 30,262	$ 50,724
4015	Property Tax - Current Unsecured	$ 2,924	$ 2,548	$ 2,579
4025	Property Tax - Prior Secured	$ 635	$ 395	$ 473
4030	Property Tax-Prior Unsecured	$ 8	$ -	$ 22
4035	Property Tax - Current Supplemental	$ 1,021	$ 473	$ 697
4040	Property Tax - Prior Supplemental	$ 56	$ 52	$ 55
4600	Interest	$ 7,410	$ 6,285	$ 12,570
5030	Homeowners Property Tax Relief	$ 167	$ 90	$ 167
5415	Special Assessments	$ 9,513	$ 5,302	$ 9,360
	Revenue	**$ 75,100**	**$ 45,408**	**$ 76,647**
	Total Financing Available			**$ 559,533**

Financing Requirements		**2025-26 Expenditure Budget**	**2025-26 Year-to-Date (1/30/2026)**	**2025-26 Projected Year End Estimate**
6311	Buildings & Imp Maint External	$ 65,000	$ 22,033	$ 165,000
6312	Buildings & Imp Maint Intermal	$ 40,904	$ -	
6609	Other Personnel Services	$ 21,603	$ 7,830	$ 53,949
6613	Other Professional & Special Services	$ -	$ 940	$ 940
6835	Other Departmental Expenses	$250	$250	$250
6881	Utilities *(Streetlighting)*	$19,760	$8,203	$19,687
7121	Taxes Assessments	$3	$0	$3
cted Expenditures		**$ 147,520**	**$ 39,256**	**$ 239,829**

nding Fund Balance	**$ 319,704**

ATTACHMENT C



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93902
FAX (831) 754-5831

N

0 750 1,500 3,000

Feet

COUNTY SERVICES AREAS

COUNTY SERVICE AREA 9

(Last LAFCO-Approved Change: 07/24/2006)
(Map Produced on 02/05/08)

1529

County of Monterey

Item No.66

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

Board Report

Legistar File Number: RES 26-030

March 10, 2026

Introduced: 2/17/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Public hearing to consider adopting a resolution to:
a. Find that modification to the Public Works' fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article X - Public Works to adjust fees.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:
a. Find that modification to the Public Works' fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article X - Public Works to adjust fees.

SUMMARY:

Fees for department services are set forth in "articles" of the Monterey County Fee Resolution. Article X of the Monterey County Fee Resolution defines fees for services provided by the Public Works Division of the Department of Public Works, Facilities, and Parks (PWFP). These fees are for services which include certain mandated duties, special services requested by the public, and services in support of land-use permits and entitlements. With limited exceptions, the recommended adjustments result in no net change to fees when aligned with the recently amended Article IX-Land Use adopted by the Board on February 3, 2026.

DISCUSSION:

On June 22, 2021, following the separation of the Resource Management Agency into PWFP and Housing and Community Development Department (HCD), the Board of Supervisors adopted Resolution No. 21-169, which retitled Article X defining Public Works fees for certain services. The 2020 separation of the departments had effectively split staffing and certain mandated duties of the Office of the County Surveyor (CSO), which is housed within PWFP. PWFP (Article X) and HCD (Article IX) each contained a corresponding portion of the fees for these split duties.

In 2024, PWFP and HCD made a staffing adjustment that effectively united the staffing of the CSO. Consequently, splitting the fees is no longer necessary and the former HCD fee component should be integrated into PWFP fees. The proposed fees also contain a mechanism that allows PWFP to directly charge HCD permit deposits for services performed on permits with HCD deposits.

Line items for previously included services, now fully performed by HCD staff, have been deleted from the proposed amended Article. With limited exceptions, no net changes are being made by the proposed amendment to Article X when aligned with the recently amended Article IX-Land Use, adopted by the Board on February 3, 2026.

In January 2026, staff conducted a fee audit and found that the no-net-change fees within the proposed amended Article X are being properly implemented and supported by staff time.

FINANCING:
Sufficient appropriations are available in the adopted Fiscal Year (FY) 2025-26 Road Fund budget, Fund 002, Appropriation Unit PFP004, to finance the staff time to perform this work. The objective of the proposed changes to existing fee articles is to make appropriate adjustments and provide full cost recovery for all categories.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested actions support the Board of Supervisors' Strategic Plan Goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Michael K. Goetz, PLS, County Surveyor, Ext. 4940
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

Attachments:
Attachment A - Draft Resolution
Attachment B - Current Article X
Attachment C - Proposed Article X

County of Monterey

Board Report

Legistar File Number: RES 26-030

Item No.

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

March 10, 2026

Introduced: 2/17/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Public hearing to consider adopting a resolution to:
a. Find that modification to the Public Works' fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article X - Public Works to adjust fees.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
a. Find that modification to the Public Works' fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend the Monterey County Fee Resolution, Article X - Public Works to adjust fees.

SUMMARY:
Fees for department services are set forth in "articles" of the Monterey County Fee Resolution. Article X of the Monterey County Fee Resolution defines fees for services provided by the Public Works Division of the Department of Public Works, Facilities, and Parks (PWFP). These fees are for services which include certain mandated duties, special services requested by the public, and services in support of land-use permits and entitlements. With limited exceptions, the recommended adjustments result in no net change to fees when aligned with the recently amended Article IX-Land Use adopted by the Board on February 3, 2026.

DISCUSSION:
On June 22, 2021, following the separation of the Resource Management Agency into PWFP and Housing and Community Development Department (HCD), the Board of Supervisors adopted Resolution No. 21-169, which retitled Article X defining Public Works fees for certain services. The 2020 separation of the departments had effectively split staffing and certain mandated duties of the Office of the County Surveyor (CSO), which is housed within PWFP. PWFP (Article X) and HCD (Article IX) each contained a corresponding portion of the fees for these split duties.

In 2024, PWFP and HCD made a staffing adjustment that effectively united the staffing of the CSO. Consequently, splitting the fees is no longer necessary and the former HCD fee component should be integrated into PWFP fees. The proposed fees also contain a mechanism that allows PWFP to directly charge HCD permit deposits for services performed on permits with HCD deposits.

Line items for previously included services, now fully performed by HCD staff, have been deleted from the proposed amended Article. With limited exceptions, no net changes are being made by the proposed amendment to Article X when aligned with the recently amended Article IX-Land Use, adopted by the Board on February 3, 2026.

In January 2026, staff conducted a fee audit and found that the no-net-change fees within the proposed amended Article X are being properly implemented and supported by staff time.

FINANCING:
Sufficient appropriations are available in the adopted Fiscal Year (FY) 2025-26 Road Fund budget, Fund 002, Appropriation Unit PFP004, to finance the staff time to perform this work. The objective of the proposed changes to existing fee articles is to make appropriate adjustments and provide full cost recovery for all categories.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The requested actions support the Board of Supervisors' Strategic Plan Goals by promoting fiscal responsibility and efficient, effective County operations while offering excellent customer service to the public.

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

Prepared by: Michael K. Goetz, PLS, County Surveyor, Ext. 4940
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities, and Parks

Attachments:
Attachment A - Draft Resolution
Attachment B - Current Article X
Attachment C - Proposed Article X

Before the Board of Supervisors
In and for the County of Monterey, Sate of California

Resolution No. 26- _____

Resolution Amending the Monterey County Fee Resolution relating to Fee Articles for processing applications for land-use permits and entitlements, effective May 10, 2026, as follows:

a. Find that modification of permit fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and

b. Amend the Monterey County Fee Resolution, Article X – Public Works to adjust fees.

This resolution is made with reference to the following facts:

1. State law allows the County, after noticed public hearing, to adopt a resolution to adopt new fees or increase existing fees for services rendered, provided the fees do not exceed the estimated reasonable cost of providing the service for which the fee is charged.

2. Section 1.40.010 of Chapter 1.40 of the Monterey County Code provides that all fees, penalties, refunds, reimbursements, and charges of any kind collected by the County may be specified in the Monterey County Fee Resolution.

3. Federal, state, and local laws and regulations mandate that the County provide certain services. Periodically, fees for these services are amended to recover at least a portion of the costs to provide these services.

4. The Public Works Division of the Department of Public Works, Facilities, and Parks is proposing adjustments to fees as a result of the consolidation of staffing from the Housing and Community Development Department (HCD), together with an elimination of certain fees for services now fully rendered by HCD staff.

5. The land use fee adjustments made by this resolution are to recover staff costs of processing applications for land use for permits and entitlements and associated planning, monitoring, and enforcement activities performed by HCD. The increased

fees do not exceed estimated reasonable or actual costs of performing the services, processing land-use applications and entitlements, and associated permitting, monitoring, and enforcement activities. Any adjustments to the fees reflect no more than the actual costs of the services or benefits received by the payor. To the extent that the fees do not result in full cost recovery, the shortfall may impact the County General Fund.

6. The fees for services provided by the Public Works Division of the Department of Public Works, Facilities, and Parks are in **Article X** of the Monterey County Fee Resolution Fee Articles. Said **Article X** was last updated in 2021 (Resolution 21-169).

7. These fees are not a "tax" and are exempt from voter approval under section 1(e) (1)-(3), (5) and (6) of Article XIII C of the California Constitution (Proposition 26, excepting from the definition of "tax" charges imposed for specific benefit conferred/privilege/service or product, and/or reasonable regulatory costs to local government for issuing permits and the administrative enforcement thereof, fines and penalties and charges for violation of law, and property development charges). These fees are imposed for a specific government service provided directly to the applicant that is not provided to those not charged, are imposed for the reasonable regulatory costs to the County for issuing permits for property development and the administrative enforcement thereof, and do not exceed the reasonable costs to the County of providing these services.

8. This action to modify land use fees is not a project under the California Environmental Quality Act (CEQA) because it is a governmental funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. (CEQA Guidelines section 15378(b)(4).)

9. Said amendments to the Public Works fees shall take effect no sooner than 60 days following adoption of the amendment.

10. A notice of this matter was provided by publication of notice in a newspaper of general circulation in the County and distribution of notice to interested persons, and all testimony from staff and the public has been heard and considered.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey does hereby:

1. Certify that the foregoing recitals are true and correct.

2. Amend the Monterey County Fee Resolution, to take effect May 10, 2026, relating to fees for services provided by Public Works, as follows:

a. Find that modification of permit fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the CEQA Guidelines; and
b. Amend Article X-Public Works to make adjustments to fees.

Article X-Public Works, as amended herein, are attached hereto and incorporated herein by reference.

PASSED AND ADOPTED upon motion of supervisor_____, seconded by Supervisor_____ and carried this 10th day of March 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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

Dated:
File Number:

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

By _____
Deputy

ARTICLE X – Public Works

ARTICLE X
PUBLIC WORKS DEPARTMENT FEES

(Per Resolution No. 21-169, adopted June 22, 2021 by the Monterey County Board of Supervisors)

Section 1. Land Use

A. Various land use permits as established in Title 20, Monterey County Code (Coastal Implementation Plan) and Title 21, Monterey County Code (Zoning).

Description		***Amount*[1]**	***Unit/Time***
1.	Extraordinary Development Applications [2, 3]	$5,000.00	Deposit

B. Various subdivisions activities as established in Title 19, Monterey County Code (Subdivisions).

Description		***Amount*[1]**	***Unit/Time***
1.	Conditional Certificate of Compliance (per lot)	700.00	Each
2.	Unconditional Certificate of Compliance (1-2 lots)	700.00	Each
3.	Certificate of Compliance (additional lots)	263.00	Per lot
4.	Lot Line Adjustment (General/Williamson Act)	700.00	Each
a.	Amendments, Extensions, and Revisions	175.00	Each
5.	Subdivision – Minor or Standard – Amend Final Map	$5,000.00	Deposit
6.	Record of Survey (1st sheet)	$150.00	Each
	Record of Survey (each additional sheet)	$50.00	Each
7.	Certificate of Correction (Single map correction)	$132.00	Each
	Certificate of Correction (Map modification except change of scenic easement)	$1,050.00	Each
8.	Corner Record[4]	$24.00	Each
9.	Final Map Processing	$525.00 + $525.00/lot	Each + Per lot

Section 2. Miscellaneous

Various fees pursuant to Government Code Section 65104 for planning services provided by the Department.

Description		***Amount*** [1]	***Unit/Time***
1.	Research	$175.00	Hour
2.	Road Abandonment	$5,600.00	Each
3.	Mitigation Monitoring and Condition Compliance [5]		
	a. 1 to 10 Conditions/Mitigation Measures	$1,000.00	Deposit
	b. 11 to 20 Conditions/Mitigation Measures	$2,000.00	Deposit
	c. Over 20 Conditions/Mitigation Measures	$3,000.00	Deposit
4.	Public Service Easement Abandonment	$4,200.00	Each

Section 3. Environmental Review

Description		***Amount*** [1]	***Unit/Time***
1.	Initial Environmental Review i. Addendums	$700.00 $175.00	Deposit Each
2.	Environmental Impact Report [2, 3]	Extraordinary Development Application Fee	Each

Section 4. Encroachments [6]

Tasks pursuant to Title 14, Monterey County Code.

Description		***Amount***	***Unit/Time***
1.	Hourly (estimated based on project specific need)	$175.00	Hourly

Notes:

[1] Unless otherwise noted, Public Works fees are based on an hourly rate of $175.00 (in FY 2019-20), representing a weighted blend of the fully burdened labor rate for the Director, Chief of Surveys, Senior Civil Engineer, and support staff. A flat fee is based on the estimated reasonable cost, averaged across all applications, of processing the

permit/entitlement for which the fee is charged. On matters for which a deposit is required, fees will be based on actual time multiplied by the hourly rate representing actual hours worked by Public Works staff. The applicant is required to pay the indicated deposit and will be billed subsequently if the deposit is insufficient to cover actual processing time. On deposit matters, applicant and Public Works may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated actual cost of processing a specific application.

[2] "Extraordinary development applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of Planning. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project requiring the preparation of an EIR shall qualify as an extraordinary development application. The amount paid to the County for staff costs. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant as identified in the Funding Agreement between the County and the Applicant.

[3] The deposit paid to the County for staff costs as identified in the Funding or Reimbursement Agreement between the County and the Applicant. Staff costs shall be reimbursed as part of an Extraordinary Development Application as noted in #3 above.

[4] Per Section 8773.2 of the State of California Business and Professions Code, fees for Corner Records are based on recording fees of the County Recorder. Corner Record fees may be adjusted to reflect adjustments in Recorder's fees and/or Statecode.

[5] These fees shall apply only to projects where mitigation measures or conditions are required for project approval by the Public Works division of Public Works, Facilities and Parks Department.

These fees shall apply to any permit approved after the effective date of this article that incorporates mitigation measures, such as permits that required adoption of a Mitigated Negative Declaration, certification of an EIR, or carryover of mitigation measures from a previously adopted/certified environmental document. Projects approved after the effective date of this article with mitigation measures shall be subject to the mitigation monitoringfees set forth in this Article. Projects approved prior to the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date.

The condition compliance fee shall be collected after project approval and after all administrative appeals have been exhausted, based on the fee in effect at the time of collection, to cover the cost of staff time monitoring condition compliance. For projects requiring maps, map checking will be included with condition compliance. If the permit incorporates mitigation measures, such as permits that required adoption of a Mitigated Negative Declaration, certification of an EIR, or carryover of mitigation measures from a previously adopted/certified environmental document, the condition compliance fees are based on actualtime spent on monitoring condition compliance and require a deposit. Additionally, project applications whose application fees were based on actual time, rather than flat fee, will continue to be subject to fees based on actual time for condition compliance, and the County may require an additional deposit for condition compliance. For

all other projects, the fee for condition compliance is as indicated in the fee schedule.

6 Public Works - Encroachment fees represent a weighted blend of the fully burdened labor rate for the Chief of Surveys, Senior Civil Engineer, and support staff. On matters for which a deposit is required, applicant and Public Works may elect, on a case-by-case basis, to agree to a deposit amount based on the estimated actual cost of processing a specific application.

ARTICLE X

PUBLIC WORKS DIVISION FEES

(Per Resolution No. xx-xxx, adopted March 10, 2026 by the County of Monterey Board of Supervisors)

Section 1. Land Use

A.	**Various land use permits as established in Title 20, Monterey County Code (Coastal Implementation Plan) and Title 21, Monterey County Code (Zoning)**	
Service/Description	**Unit**	**Amount** (Refer to Note 1)
1. Extraordinary Development Applications (Refer to Notes 2,3)	Hourly	$175.00

B.	**Various subdivision activities as established in Title 19, Monterey County Code (Subdivision)**	
Service/Description	**Unit**	**Amount** (Refer to Note 1)
1. Certificate of Compliance legal description review	1-2 Lots/Each	$700.00
Certificate of Compliance legal description review	Additional Lots/Each Per Lot	$263.00
2. Certificate of Correction or amended map review [Map Corrections pursuant to MCC19.08.015(A)(1-6)]	Each	$175.00
Certificate of Correction or amended map review [Map modification pursuant to MCC19.08.015(A)(7)]	Each	$1050.00
3. Lot Line Adjustment legal description and deed review	1-2 Lots/Each	$875.00
Lot Line Adjustment legal description and deed review	Additional Lots/Each Per Lot	$350.00
4. Parcel Legality Determination	Per Lot	$175.00
5. Maps (Final, Parcel and Amended)	Hourly	$175.00

Section 2. Miscellaneous

Various fees pursuant to California Business & Professions Code Chapter 15 and/or California Streets & Highways Code Division 2		
Service/Description	**Unit**	**Amount (Refer to Note 1)**
1. Research	Hour	$175.00
2. Road Vacation/Abandonment	Each	$5600.00 (Refer to Note 4)
3. Public Service Easement Abandonment	Each	$4200.00
4. Record of Survey review	1st Sheet/Each	$450.00
Record of Survey review	Each Additional Sheet	$150.00
5. Certificate of Correction or amended Record of Survey review (Map Corrections pursuant to California Business & Professions Code 8770.5)	Each	$175.00
6. Corner Record review (Refer to Note 5)	Each	$24.00

Section 3. Encroachments

Fees pursuant to Title 14, Monterey County Code		
Service/Description	**Unit**	**Amount (Refer to Note 6)**
1. Hourly-estimated based on project specific need	Hour	$175.00

Notes:

1 Unless otherwise noted, Public Works fees are based on an hourly rate of $175.00 (in FY 2019-20), representing a weighted blend of the fully burdened labor rate for the Director, Chief of Surveys, Senior Civil Engineer, and support staff. Flat fees are based on the estimated reasonable cost, averaged across all services for which the fee is charged. On matters for which a deposit is required by the Department of Housing and Community Development (HCD) pursuant to Monterey County Fee Article IX (Land Use Fees), fees will be billed to the HCD deposit based on actual time multiplied by the hourly rate representing actual hours worked by Public Works staff.

2 "Extraordinary development applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of Housing and Community Development. These applications may include, by way of example and without limitation, applications for large scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of their scope and complexity. Consistent with these criteria, any project

requiring the preparation of an EIR shall qualify as an extraordinary development application. The amount paid to the County for staff costs. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant as identified in the Funding Agreement between the County and the Applicant.

3 The deposit paid to the County for staff costs as identified in the Funding or Reimbursement Agreement between the County and the Applicant. Staff costs shall be reimbursed as part of an Extraordinary Development Application as noted in #2 above.

4 An additional fee will be required to be paid to the Department of Housing and Community Development pursuant to Monterey County Fee Article IX (Land Use Fees) for processing a report of a conformity to General Plan policies as required by California Government Code section 65402.

5 Per Section 8773.2 of the State of California Business and Professions Code, fees for Corner Records are based on recording fees of the County Recorder. Corner Record fees may be adjusted to reflect adjustments in Recorder's fees and/or State code.

6 Public Works-Encroachment fees represent a weighted blend of the fully burdened labor rate for the Chief of Surveys, Senior Civil Engineer, and support staff. On matters for which a deposit is required, applicant and Public Works may elect, on a case-by-case basis, to agree to a deposit amount based on the estimated actual cost of processing a specific application.

Introduced: 2/17/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: General Agenda Item

a. Adopt Plans and Special Provisions for the San Ardo Sidewalk Project, Project No. 1178; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.
California Environmental Quality Act (CEQA) Action: A Notice of Exemption was filed on July 18, 2024, pursuant to CEQA Guidelines, California Code of Regulations (CCR) Section 15301 Existing Facilities.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt Plans and Special Provisions for the San Ardo Sidewalk Project, Project No. 1178; and
b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

SUMMARY:

The San Ardo Community and School Connections Through Active Transportation Project (Project) is intended to enhance safety and connect the San Ardo Community with safe pedestrian facilities to encourage active transportation. Staff have prepared the Plans and Special Provisions for the Project. Adopting the Plans and Special Provisions and authorizing the Public Works, Facilities and Parks Department (PWFP) to advertise the San Ardo Sidewalk Project, Project No. 1178, will allow PWFP to solicit construction bids and proceed with the construction phase of the Project. PWFP will return to the Board to award the Project after bids have been opened, and the lowest responsible bidder has been determined.

DISCUSSION**:**
On June 14, 2022, the Board of Supervisors approved the submittal of a grant application to California Department of Transportation (CalTrans) for an Active Transportation Program (ATP) Grant. On June 2022, in collaboration with the County of Monterey Health Department, the County of Monterey Department of Public Works, Facilities and Parks (PWFP) submitted five (5) applications to Caltrans for ATP grant funds including infrastructure and non-infrastructure projects in San Ardo, Chualar, and Castroville. In December 2022, the California Transportation Commission approved three of the five PWFP projects to receive funding. These projects, in San Ardo, Chualar, and Castroville (ATP Projects), received funding totaling $16,260,000 from Caltrans.

The infrastructure portion of the San Ardo Community and School Connections Through Active

Transportation Project (Project) consists of constructing approximately 2,690 lineal feet of sidewalks along one side of three streets, installing curb ramps, curb and gutter, corresponding pavement markings, signage, and solar lighting and four pedestrian beacons (Rectangular Rapid Flashing Beacons, or RRFBs) at select locations to enhance safety and connect the San Ardo Community with safe pedestrian facilities to encourage active transportation.

The bid opening is set for April 16, 2026, at 3:30 p.m., in the Board of Supervisors Chambers, County Administration Building, County of Monterey, downtown Government Center Campus, located at 168 W. Alisal Street., First Floor, Salinas, California 93901. Project construction is scheduled to begin in June 2026.

In compliance with the California Environmental Quality Act (CEQA), the County of Monterey filed a Notice of Categorical Exemption per Article 19, California Code of Regulations (CCR), CEQA Guidelines Section 15301(c) - Class 1 - Existing Facilities (Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities...) with the County Clerk and Governor's Office of Land Use and Climate Innovation on July 18, 2024.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management, and Auditor-Controller have reviewed and approved the Special Provisions as to form, insurance and indemnification provisions, and fiscal provisions, respectively.

FINANCING:
The total estimated cost of the Project, including design engineering, environmental, right-of-way, and construction is $4,067,499. The County has secured Active Transportation Program (ATP) funding for the Project as outlined in Attachment B, Project Budget. The Project is largely funded by State ATP Funds in the amount of $3,448,000. The remaining $619,499 will be funded through Measure X and TOT local funds. The project has incurred costs of $480,850 for design engineering and environmental review funded from adopted FY 2025-2026 Road Fund 002. The adopted FY 2025-26 Road Fund 002, budget includes $2.8 million in appropriations to fund the construction of the Project.

The pending recommended budget for FY 2026-27 Road Fund 002, that will be presented to the Board of Supervisors this June for adoption, will include $786,649 to fund the remaining cost of this Project.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Project will construct sidewalks along one side of three streets, installing curb ramps, curb and gutter, corresponding pavement marking, signage, solar lighting and four beacons to enhance safety and connect the San Ardo Community with safe pedestrian facilities to encourage active transportation. The recommended action supports the following Board of Supervisors' Strategic Plan Goals:

X Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future

X Safe and Resilient Communities
_ Diverse and Thriving Economy
_ Administrative

Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158
Reviewed by: Thomas Harty, PE, Senior Civil Engineer
Enrique Saavedra, PE, Chief, Public Works, Facilities and Parks
Crystal Corpuz, Finance Manager II, Public Works, Facilities and Parks
Mary Grace Perry, Deputy County Counsel
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director, Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Location
Attachment B - Project Budget
Attachment C - Special Provisions Book 1 & Bid Form Book 2

Introduced: 2/17/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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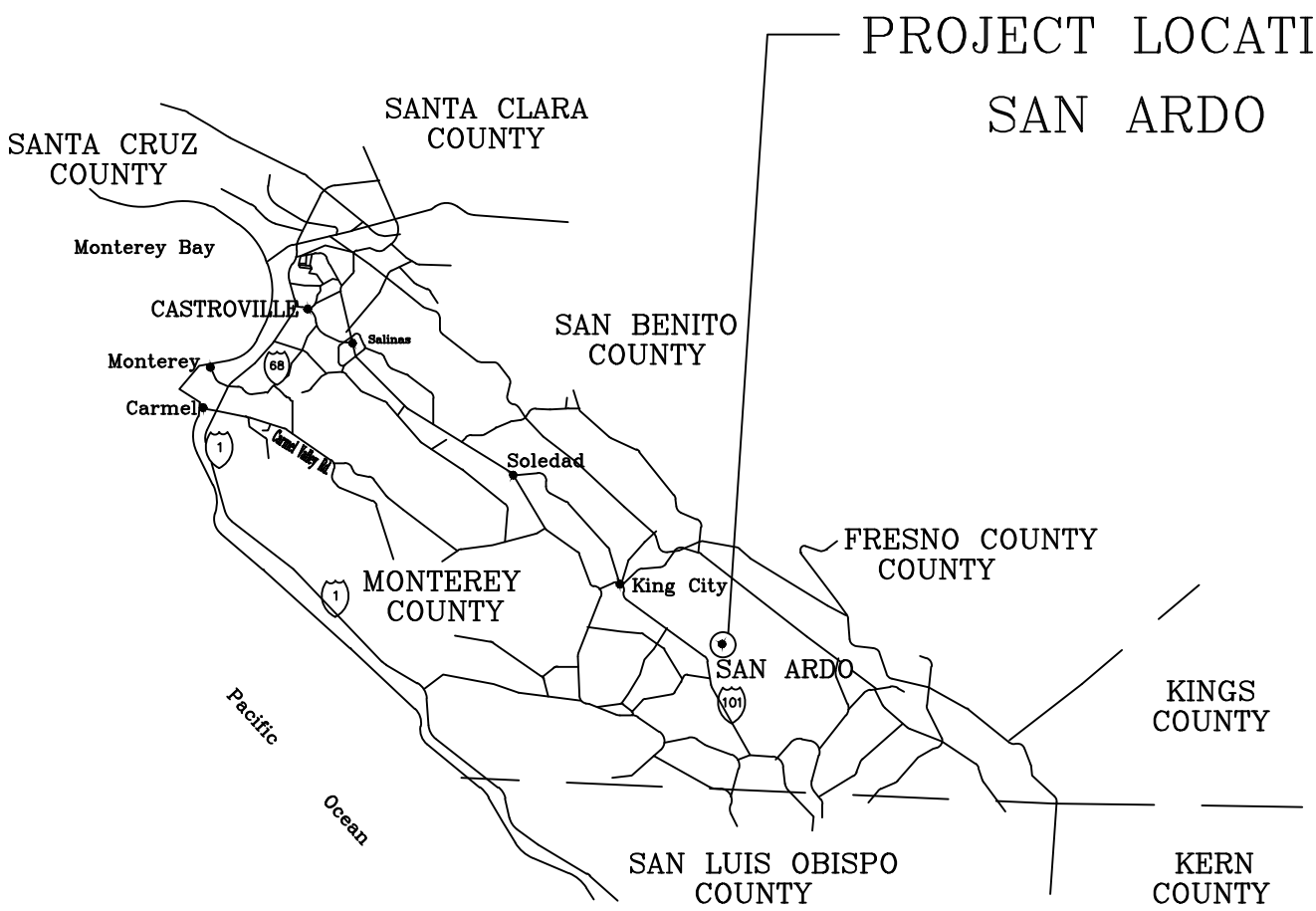
X Well-Being and Quality of Life
X Sustainable Infrastructure for the Present and Future

X Safe and Resilient Communities
_ Diverse and Thriving Economy
_ Administrative

Prepared by: Edgard Rizo, Assistant Engineer, (831) 755-5158
Reviewed by: Thomas Harty, PE, Senior Civil Engineer
Enrique Saavedra, PE, Chief, Public Works, Facilities and Parks
Crystal Corpuz, Finance Manager II, Public Works, Facilities and Parks
Mary Grace Perry, Deputy County Counsel
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director, Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - Location
Attachment B - Project Budget
Attachment C - Special Provisions Book 1 & Bid Form Book 2

Attachment A



LOCATION MAP

MONTEREY COUNTY PUBLIC WORKS

PUBLIC WORKS, FACILITIES AND PARKS
ROAD AND BRIDGES ENGINEERING

1441 SCHILLING PLACE, 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800

VICINITY MAP

SAN ARDO SIDEWALK PROJECT
PROJECT NO. 1178

DATE	SHEET
3/27/2024	1
SCALE	
NTC	

1553

Attachment B

ATTACHMENT B

COUNTY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS, FACILITIES, & PARKS
SAN ARDO SIDEWALK PROJECT
PROJECT NO. 1178

PROJECT BUDGET

Design Engineering/Environmental		$683,542
Right-of-Way		$38,000
Non-Infrastructure – HD/COA Office		$707,000
Construction Management		$298,956
Construction		$2,340,000
Construction Contract – Engineer's Estimate	$2,441,589	
TOTAL ESTIMATED PROJECT COST:		**$4,067,499**

REVENUE

State/Federal Funds	
Active Transportation Program (ATP) Fund	$3,448,000
Local Funds	
Measure X	$272,542
TOT	$346,957
TOTAL:	**$4,067,499**

Attachment C

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COUNTY OF MONTEREY

DEPARTMENT OF
PUBLIC WORKS, FACILITIES AND PARKS

BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO FORM	OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS	AUDITOR-CONTROLLER APPROVED AS TO FISCAL TERMS PROVISIONS
Signed by: Mary Grace Perry 76A18B9BA72D498...	DocuSigned by: David Bolton 3E7A6EF11DD8446...	DocuSigned by: Ma Mon 2617DD077D65495...
By: MARY GRACE PERRY Deputy County Counsel Date: 2/5/2026 | 4:28 PM PST	By: DAVID BOLTON County Counsel-Risk Manager Date: 2/9/2026 | 12:44 PM PST	By: MA MON Chief Deputy Auditor Controller Date: 2/12/2026 | 9:04 AM PST

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2024, THE STANDARD PLANS 2024. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

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The Special Provisions contained herein have been prepared by or under the direction of the following registered person.

CIVIL



Justina L. Conklin

1/29/2026

Justina Conklin *Date*

TRC Engineers, Inc.

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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

RSP A3A	**Abbreviations (Sheet 1 of 3)**
A3B	**Abbreviations (Sheet 2 of 3)**
A3C	**Abbreviations (Sheet 3 of 3)**
A10A	**Legend - Lines and Symbols (Sheet 1 of 5)**
A10B	**Legend - Lines and Symbols (Sheet 2 of 5)**
A10C	**Legend - Lines and Symbols (Sheet 3 of 5)**
A10D	**Legend - Lines and Symbols (Sheet 4 of 5)**
A10E	**Legend - Lines and Symbols (Sheet 5 of 5)**

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	**Pavement Markers and Traffic Lines - Typical Details**
A20D	**Pavement Markers and Traffic Lines - Typical Details**
A24A	**Pavement Markings - Arrows**
A24C	**Pavement Markings - Symbols and Numerals**
A24D	**Pavement Markings - Words**
A24F	**Pavement Markings - Crosswalks**
A24G	**Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details**

EXCAVATION AND BACKFILL

A62A	**Excavation and Backfill - Miscellaneous Details**
A62F	**Excavation and Backfill - Metal and Plastic Culverts**

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73C	**Delineators, Channelizers and Barricades**

FENCES

A85	**Chain Link Fence**
A85A	**Chain Link Fence Details**
A85B	**Chain Link Fence Details**

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87A	**Curbs and Driveways**
A87B	**Hot Mix Asphalt Dikes**
A88A	**Curb Ramp Details**
A88B	**Curb Ramp and Island Passageway Details**

PIPE COUPLING AND JOINT DETAILS

D97C	**Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers**
D97E	**Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint**

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	**Temporary Crash Cushion, Sand Filled (Unidirectional)**
T1A1	**Temporary Crash Cushion, Sand Filled (Unidirectional)**
T1B	**Temporary Crash Cushion, Sand Filled (Bidirectional)**
T2	**Temporary Crash Cushion, Sand Filled (Shoulder Installations)**
T3A	**Temporary Railing (Type K)**
T3B	**Temporary Railing (Type K)**
T3C	**Temporary Barrier System (Cross Bolt)**
T3D	**Temporary Barrier System (Cross Bolt)**

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T3E	Temporary Barrier System (Cross Bolt)
RSP T3F	Temporary Barrier System (Cal F-23)
RSP T3F2	Temporary Barrier System (Cal F-23)
RSP T3G	Temporary Barrier System (Staking or Anchoring)
RSP T3G2	Temporary Barrier System (Staking or Anchoring)
	TEMPORARY TRAFFIC CONTROL SYSTEMS
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T13A	Traffic Control System Two Lane Conventional Highways
T13B	Traffic Control System Two Lane Conventional Highways
	TEMPORARY PEDESTRIAN ACCESS ROUTES
T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
T31	Temporary Pedestrian Access Routes - Typical Sidewalk Diversion Within Roadbed
T32	Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4
	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD, TYPE TS, AND PUSH BUTTON ASSEMBLY POST
RSP ES-7B	Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)
	ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD DETAILS
RSP ES-7M	Electrical Systems (Signal and Lighting Standard, Details No. 1)
ES-7N	Electrical Systems (Signal and Lighting Standard, Details No. 2)

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CANCELED STANDARD PLANS LIST

The standard plan sheets listed below are canceled and not applicable to this contract.

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
S1	04-21-25				
S2	04-21-25				
S3	04-21-25				
S4	04-21-25				
S5	04-21-25				
S6	04-21-25				
S8	04-21-25				
S9	04-21-25				
S10	04-21-25				
S11	04-21-25				
S12	04-21-25				
S13	04-21-25				
S15	04-21-25				
S17A	04-21-25				

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NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, GOVERNMENT CENTER, COUNTY ADMINISTRATION BUILDING, 168 W. ALISAL STREET, 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS, CALIFORNIA 93902-1728), until 3:30 p.m., on **April 16, 2026** for the

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178

As shown on the plans, at which time they will be publicly opened and read in the Monterey Room, County of Monterey, 168 W. Alisal St, 2nd Floor, Salinas Ca 93901.

The general work description for the Community of San Ardo School Connections Project includes but is not limited to construction of curbs, curb ramps and sidewalks, cold planning asphalt concrete, placement of hot mix asphalt, clearing and grubbing, traffic striping, flashing beacons and lighting. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. The Engineer's Estimate for the construction cost is $2,340,000.

The Bidder shall possess a valid Class A General Engineering Contractor's license. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of **60 WORKING DAYS** beginning on the date listed on the issuance of the "Notice to Proceed". Liquidated damages are $5,200 per calendar day and accrue starting on the 1st day after the expiration of the working days and as specified in section 8-1.10.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid. The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website:

https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid

Plan holders must register before they can view or download the documents. A copy of the electronic files on digital media is also available at **COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS, 1441 SHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901** for a nonrefundable fee of $5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or materialmen on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no

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less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents.

Pursuant to California Labor Code Section 1773, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS, 1441 SHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD.

Pursuant to Labor Code Section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered Contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: March 10, 2026

RANDELL ISHII, MS, PE, TE, PTOE
DIRECTOR OF PUBLIC WORKS, FACILITIES & PARKS
COUNTY OF MONTEREY

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ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

SPECIAL NOTICES

- See sections 2 and 3 for contractors' registration requirements.

- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.

- See section 6-1.08 for the requirements for environmental product declarations for hot mix asphalt and concrete materials and products.

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DIVISION I GENERAL PROVISIONS
1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
090220A	PUBLIC OUTREACH/NOTIFICATION	5
999990	MOBILIZATION	9
170110A	REMOVE TREE	17
202029A	RELOCATE IRRIGATION LINE	20
398201A	ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	39
681114A	2.5” PLASTIC PIPE (WALKWAY DRAIN)	68
681115A	GRATED SIDEWALK DRAIN	68
800053A	FENCE (WOOD, 4-FOOT)	80
800054A	FENCE (WOOD, 6-FOOT)	80
803161A	RESET CHAIN LINK MESH	80
820901A	INSTALL STREET SIGN PANEL ON EXISTING POST	82
870201A	SOLAR LIGHTING ASSEMBLY	87
870701A	SOLAR FLASHING BEACON	87
871401A	RADAR SPEED FEEDBACK SIGN	87

Replace section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Caltrans Standard Specifications and Standard Plans of 2024, and Caltrans 2024 Revised Standard Plans Dated 4-21-25 as indicated herein, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components” of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

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Add to section 1-1.07:

DEFINITIONS:

The following terms defined in Section 1-1.07, "Definitions," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	The Monterey County Department of Public Works, Facilities and Parks
Director:	Chair of the Board of Supervisors
Engineer:	Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Board of Supervisors:	The governing body of the County of Monterey
Caltrans:	California Department of Transportation
County:	The County of Monterey, a political subdivision of the State of California
Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	Director of Public Works, Facilities, and Parks.
Attorney General:	County Counsel-Risk Manager of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
Owner:	County of Monterey
Authorized Material List:	Caltrans prequalified products list
2024 Standard Plans	2024 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
2024 Standard Specifications	2024 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

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2 BIDDING

Replace section 2-1.05 with:

2-1.05 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Noncollusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Noncollusion Declaration.

This Contract will require a Class "A" Contractor's license.

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the *Information Handout*	1. Caltrans 2024 Standard Plans 2. Caltrans 2024 Standard Specifications 3. Caltrans 2024 Revised Standard Plans 4-21-25 4. Geotechnical Investigation Report 5. County of Monterey "Design Guidelines for Exterior Lighting

Add to section 2-1.07:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the contract.

Where dimensions of new construction required by this contract are dependent on the dimensions of existing features, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to

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the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the County will relieve a bidder or contractor from properly fulfilling the terms of the contract.

Add to section 2-1.10:

The bidder's attention is directed to other provisions of said Act (Public Contract Code § 4100 et seq.) related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

Replace section 2-1.27 with:

2-1.27 GOOD FAITH EFFORT TO EMPLOY RESIDENTS OF MONTEREY BAY AREA:

In accordance with Section 5.08.120 of the Monterey County Code (MCC), all contractors and subcontractors providing work, laborers, or materialmen/women on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. You must complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for a public work of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for a public work of improvement for a period of one (1) year from the date of the Board’s disqualification of said contractor. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

"Resident of Monterey Bay Area" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A “good-faith effort” means the contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction workforce:

Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents.

Advertise for qualified Monterey Bay Area residents in trade papers, electronic/”on-line” sources, and a newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by the County do not permit such advertising.

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If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and

If current workforce does not exceed the fifty (50) percent local requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction workforce.

The Contractor shall keep an accurate record on a standardized form showing the name, place of residence, trade classifications, hours worked, proof of journeyperson or apprenticeship status, per diem wages and benefits of each person employed by the contractor, the contractor's subcontractors on the project, including full-time, part-time, permanent and temporary employees, and make sure records are available to the County with submission of final certified payroll records prior to final payment.

The Contractor shall keep, and provide to the County, on forms acceptable to the County, an accurate record documenting compliance with this provision. Said records shall include; a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires made as a result of the contract, and the identity of business address of the person(s) hired pursuant to the contact.

At the conclusion of the project and at other intervals as may be deemed appropriate by the Engineer, the contractor shall provide a summary report of the percentage of actual labor work hours performed by Monterey Bay Area residents on the project.

Contractors and subcontractors are referred to the provisions of MCC Section 5.08.120 and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at:

https://library.municode.com/ca/monterey_county/codes/code_of_ordinances?nodeId=TIT5REFI_CH5.08BI_5.08.120LOEMUBWOCO

Replace section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10% of the total bid:

1. Cash
2. Cashier's check made payable to the County of Monterey
3. Certified check made payable to the County of Monterey
4. Signed bidder's bond by an admitted surety insurer

If using a bidder's Bond, you may use the form found in the bid Form, Book Two.

In conformance with Public Contract Code Section 7106, a Non-collusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Non-collusion Declaration.

Replace the first paragraph of section 2-1.47 with:

2-1.47 Bid Relief

The County may grant bid relief under Pub Cont Code §5100 et seq. Submit any request for bid relief to Monterey County Department of Public Works, Facilities and Parks at 1441 Schilling Place, 2nd Floor, Salinas, California, 93901.

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3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.04 with:

If the Agency awards the Contract, the award is made to the lowest responsible bidder.

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth (5th) business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438. Protests may be hand-delivered or sent via facsimile (831)755-4958, certified United States Postal Service (USPS) mail, or E-mail to the attention of PROJECT MANAGER [The Project Manager's E-mail address may be obtained by calling (831)755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its findings. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder soon after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The Contract shall be executed by the successful bidder and shall be returned, together with the Contract bonds and insurance certificates, to the Monterey County Public Works Department so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed Contract documents shall be delivered to the following address:

MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA, 93901-2438.

Replace No. 2 in 1st paragraph in section 3-1.05 with:

2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least one hundred percent (100%) of the total bid.

Delete Section 3-1.08

Delete Section 3-1.11

Delete Section 3-1.18

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4 SCOPE OF WORK

Replace section 4.1.06A General with:

4-1.06A CHANGED CONDITION:

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of one hundred twenty five percent (125%) of the original contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

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5 CONTROL OF WORK

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information to the County :

1. Subcontractor's or entity's business name
2. Description of work performed
   2.1. Bid item numbers or change order numbers
   2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Prompt Payment of Withheld Funds to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Business and Professions Code Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or

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subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Add to the end of section 5-1.32:

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The County shall obtain encroachment permits prior to occupying non-County-owned parcels outside the Contract limits.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which Contractor occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at Contractor’s own expense any area required for storage of equipment or materials or for other purposes if sufficient area is not available to Contractor within the Contract limits or the Contractor prefers other staging area location.

Add at the beginning of section 5-1.36A:

The Contractor shall notify in writing the following utilities and agencies five (5) days prior to the beginning of construction:

Agency	Utility	Contact	Address	Phone
Monterey County	Storm Drain	John Coffman	855 E. Laurel Drive, Bldg B Salinas, CA 93905	(831) 755-4929
PG&E	Electric/Gas	Jose Saldana	401 Work Street, Santa Cruz, CA 93901	(831) 682-7670
AT&T	Cable/Telephone	Steve Kringen	515 Chappell Watsonville, CA 95076	(831) 728-8637
Charter/Spectrum	Fiber Optic	Mitchell Rodriguez	8120 Camino Arroyo, Gilroy, CA 95020	(408) 612-7569
San Ardo Water District	Water	Kaur Khalsa	62543 Main St, San Ardo, CA 93450	(831) 627-2349

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^^

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    - 10.1. Source property history
    - 10.2. Land use adjacent to source property
    - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

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The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0

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3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

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Add to end of section 6-2.01:

6-2.01G QUALITY ASSURANCE:

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to the end of section 7-1.02K(5):

Allowed working hours will be from 7:00 a.m. to 5:00 p.m., Mondays through Fridays.

Replace section 7-1.02K(6)(f) with:

7-1.02K(6)(F) GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County or Counties in which the work is to be done, are available on the Internet at: http://www.dir.ca.gov/dlsr/pwd/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the Contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the Contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

For Federal minimum wage rates see the website http://www.dot.ca.gov/hq/esc/oe/federal-wages/.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Add to the end of section 7-1.06D(2):

In addition to all the requirements in Section 7-1.06D(2) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days advance written notice to the named certificate holders.

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The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as are available to them under any other provision of this contract (except retention of money due to the Contractor) or otherwise in law.

Nothing in the Contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of the Contract by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Contract. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Contract, which shall continue in full force and effect.

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8 PROSECUTION AND PROGRESS

Replace 1st paragraph in section 8-1.03:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

Add to section 8-1.05:

Begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of SIXTY (60) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

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9 PAYMENT

Add to the end of section 9-1.03 Payment Scope:

9-1.03A PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agencyshall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for thepurpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall bereturned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. Arequest returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Add to the end of section 9-1.16B:

Provide a schedule of values for all lump sum contract items in accordance with this section.

Replace section 9-1.16F with:

Progress payment shall not be made in excess of 95% of the actual work completed.

County withholds five (5) percent from progress payment until final completion and acceptance of the project by the Board of Supervisors.

Replace section 9-1.22 with:

9-1.22 ARBITRATION:

A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):

1a. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and the County of Monterey.

1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).

2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.

2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.

4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code Section 20104.2):

For any claim subject to this article, the following requirements apply:

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1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2a. For Claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3a. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure)

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shall apply to any proceeding bought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.

2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.02D:

Clean the pavement and ensure it is free of dust, mud, dirt, debris, or extraneous material IMMEDIATELY before applying seal coat, slurry seal, tack coat, hot mix asphalt, traffic stripes, pavement markings and pavement markers. Cleaning the pavement and maintaining it clean prior to these activities is included in the contract price paid for the various contract items of work.

Replace section 10-1.07 with:

10-1.07 PAVING:

Prior to the start of the operation for cold plane asphalt concrete pavement, the contractor must have a certified asphalt concrete plant and an approved mix design for the initial asphalt concrete paving layer.

Prior to applying hot mix asphalt (type A), seal coat, slurry seal and tack coat, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the hot mix asphalt (type A) and tack coat have been placed. After completion of hot mix asphalt (type A) and tack coat operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover is included in the contract price paid per ton for the item of work involved, and no additional compensation is allowed therefor.

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12 TEMPORARY TRAFFIC CONTROL

Add to section 12-3.11B(5)(b):

The County shall provide two (2) C48A construction project funding identification signs.

Add to Section 12-3.32C:

Seven (7) calendar days prior to the start of work, place portable changeable message signs at minimum, at both begin and end limits of construction, warning the public of expected delays due to construction activities, as directed by the Engineer.

Portable changeable message signs are part of traffic control system.

Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c):

Submit a contingency plan for each of the following activities:

1. Activity requiring a complete roadway closure
2. Roadway excavations encroaching on the traveled way not protected by Type K railing
3. HMA paving
4. Striping____

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way and on:

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays
5. Special days

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Add to the end of section 12-4.02C(3)(a):

Keep a minimum of 1 paved traffic lane at least 10 feet wide open for traffic.

Replace the 1st paragraph of section 12-4.02C(7)(a) with:

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

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Add to the end of section 12-4.02C(7)(b):

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 500 feet between flaggers.

Not more than 1 stationary one-way-reversing traffic-control lane closures will be allowed at one time.

You may use a pilot car to control traffic. If a pilot car is used to control traffic, the cones shown along the centerline are not required. Pilot cars must have cellular or radio contact with other pilot cars and personnel in the work zone. The maximum speed of the pilot cars convoying or controlling traffic through the traffic control zone is 25 mph. Pilot cars must only use traffic lanes open to traffic.

^^

15 EXISTING FACILITIES

Add to the end of section 15-1.03C:

Contractor shall coordinate with Engineer for the for the location to haul and stockpile any materials shown on the plans to be salvaged.

^^

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace the 2nd paragraph of section 39-3.04A with:

Cold planing asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing, and disposal of planed material.

Replace the 3rd paragraph of section 39-3.04A with:

Schedule cold planing activities such that the pavement is cold planed, the HMA is placed, and the area is opened to traffic within four (4) days after cold planing activities.

Add to section 39-3.04A:

Cold planing depths will vary from 0 to 0.4 ft, as shown on the plans.

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If the Engineer determines that additional surface cold planing (digouts) is needed, removal will be to a maximum depth of three (3) inches. Locations for cold planing (digouts), if needed, will be determined by the Engineer. The HMA to be placed in the digout locations must have a gradation of 3/4 inches.

Add to section 39-3.04D:

The payment quantity for the additional surface cold planing (digouts) and HMA shall be considered as included in the unit price for asphalt concrete digouts (supplemental).

Add to section 39-3.04C(3):

Cold planed material shall be disposed of.

^^

DIVISION VII DRAINAGE FACILITIES

70 MISCELLANEOUS DRAINAGE FACILITIES

Replace section 70-8 with:

70-8.01 GENERAL

Section 70-8 includes specifications for grated sidewalk drain.

Grated sidewalk drain includes:
Grate
Anchor bolts and mounting hardware

70-8.02 MATERIALS

Grate must be aluminum or steel, commercial quality and be ADA-compliant.

Anchor bolts and hardware must be commercial quality.

70-8.03 CONSTRUCTION

Not Used

70-8.04 PAYMENT

Not Used

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to section 73-1.02A:

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

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77 LOCAL INFRASTRUCTURE

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80 FENCES

Replace section 80-5 with:

80-5 WOOD FENCE

80-5.01 GENERAL

Section 80-5 includes specifications for constructing wood fence.

80-5.02 MATERIALS

Untreated wood posts, braces and boards must be redwood, shall be cut from sound timber, and shall be straight and free from loose or unsound knots, shakes in excess of one third the thickness of the post, splits longer than the thickness of the post, or other defects which would render them unfit structurally for the purpose intended. Knots in posts shall be sound, tight, well-spaced, and shall not exceed 2 inches in size on any face. Sweep shall not exceed 2 inches in 6 feet.

Treated wood posts and braces must comply with section 80-2.02C(3).

Concrete for wood fence post footings must comply with section 90-2.

Nails must be size 8d hot-dipped galvanized, aluminum or stainless steel. Wood rail shall be nailed at 1 foot spacing. There must be at least two 8d nails per board per rail.

80-5.03 CONSTRUCTION

Fence posts must be spaced at that intervals and set to the depths shown on the plans.

Post must be set in concrete footings crowned at the top to shed water, as shown on the plans.

Construct wood fence with flush side facing the street.

80-5.04 PAYMENT

Not Used

Replace section 80-16 with:

80-16 RESET CHAIN LINK MESH

80-16.01 GENERAL

Section 80-5 includes specifications for resetting chain link mesh on existing chain link fences.

80-16.02 MATERIALS

Not Used

80-16.03 CONSTRUCTION

Disconnect and temporarily remove the chain link mesh from the existing posts where shown on the plans, or as directed by the Engineer, to facilitate construction of sidewalk.

Existing chain link fence posts may remain in place.

Once construction of sidewalk is complete, reinstall the existing chain link mesh that was temporarily removed.

80-16.04 PAYMENT

The bid item for reset chain link mesh on existing chain link fences includes temporary removal, reinstallation and all materials and hardware necessary to reinstall onto the existing posts.

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DIVISION X ELECTRICAL WORK

87 ELECTRICAL SYSTEMS

Replace section 87-9 with:

87-9 SOLAR LIGHTING ASSEMBLY

87-9.01 GENERAL

87-9.01A Summary

Section 87-9 includes specifications for installing solar lighting assembly model EverGen M Series by Sol.

Solar lighting assembly includes:
Light pole
Pole base
Solar light fixture
Foundation
Anchor bolts and mounting hardware

Light pole and foundation must be designed by a registered structural engineer.

87-9.01B Definitions

Not Used

87-9.01C Submittals

Submit 2 copies of shop drawings with design calculations for the solar lighting pole and foundation to the Engineer.

At least 10 days before installation, submit the following from the manufacturer for the solar lighting assembly model EverGen M Series by Sol:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instructions manual
4. Maintenance manual

For the solar light assembly model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Model of solar light assembly installed
4. Date of installation
5. Location by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

87-9.01D Quality Assurance

The Engineer signs and dates the completed check lists, verifying the solar light assembly at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install each solar lighting assembly. A record of training provided by the manufacturer may be requested by the Engineer at any time.

87-9.02 MATERIALS

The solar light assembly must be product EverGen M Series manufactured by Sol. The light assembly has a pole length of 25 feet (above grade), 6-foot fixture arm length, and a 3000k light color luminaire.

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

The pole is steel and with a galvanized finish. The EverGen M Series solar light assembly can be obtained from the distributor:

Address	Telephone no.
SCL North 3982 SHORT ST, SUITE 100-B SAN LUIS OBISPO, CA 93401	(805) 441-0070 (805) 548-0200

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-9.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the solar light assembly under the manufacturer's instructions.

Lighting and photometrics for each solar light assembly location shall meet the County of Monterey "Design Guidelines for Exterior Lighting".

87-9.04 PAYMENT

Not Used

Replace section 87-10 with:

87-10 SOLAR FLASHING BEACON

87-10.01 GENERAL

87-10.01A Summary

Section 87-10 includes specifications for installing solar flashing beacon model R920-MX (Type MX 100) by Carmanah.

Solar flashing beacon includes:
Pole
Pole base
Foundation
Solar panel
Power module
Anchor bolts and mounting hardware
Sign panels
Light bars module
Push button

87-10.01B Definitions

Not Used

87-10.01C Submittals

At least 10 days before installation, submit a copy of the manufacturer's installation instructions for the solar flashing beacon, and for all materials being installed.

At least 10 days before installation, submit the following from the manufacturer for the solar flashing beacon model R920-MX by Carmanah:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instructions manual
4. Maintenance manual

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

For the solar flashing beacon model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Model of solar light assembly installed
4. Date of installation
5. Location by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

87-10.01D Quality Assurance

The Engineer signs and dates the completed check lists, verifying the solar flashing beacon at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install each solar flashing beacon. A record of training provided by the manufacturer may be requested by the Engineer at any time.

87-10.02 MATERIALS

The solar flashing beacon must be product R920-MX (Type MX 100) manufactured by Carmanah. The solar flashing beacon has a pole length of 12 feet (above grade), 15-Watt MX-100 power module, two W11-2, one R10-25 sign, audible information device push button, and the MX RRFB light bar module. The pole is a Type 1-B Standard per standard plan ES-7B. The R920-MX (Type MX 100) solar flashing beacon can be obtained from the distributor:

Address	Telephone no.
JAM SERVICES 958 E. AIRWAY BLVD LIVERMORE, CA 94551	(925) 455-5267 (925) 219-5767

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-10.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the solar flashing beacon under the manufacturer's instructions.

87-10.04 PAYMENT

Not Used

Replace section 87-14 with:

87-14 RADAR SPEED FEEDBACK SIGN

87-14.01 GENERAL

87-14.01A Summary

Section 87-14 includes specifications for installing radar speed feedback sign model SpeedCheck-15 by Carmanah.

Radar speed feedback sign includes:
Pole
Pole base
Foundation
Anchor bolts and mounting hardware

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

Vehicle speed feedback sign
Sign panel
Solar panel

87-14.01B Definitions

Not Used

87-14.01C Submittals

At least 10 days before installation, submit a copy of the manufacturer's installation instructions for the radar speed feedback sign, and for all materials being installed.

At least 10 days before installation, submit the following from the manufacturer for the radar speed feedback sign model SpeedCheck-15 by Carmanah:

1. A certificate of compliance
2. A minimum of 2 copies of drawings
3. Installation instructions manual
4. Maintenance manual

For the solar flashing beacon model installed, submit a completed manufacturer's installation checklist within 10 days after installation. The checklist must be completed by personnel that have been trained by the manufacturer. The checklist must include the following:

1. Contract number
2. Name of installation contractor
3. Model of solar light assembly installed
4. Date of installation
5. Location by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

87-14.01D Quality Assurance

The Engineer signs and dates the completed check lists, verifying the radar speed feedback sign at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install each radar speed feedback sign. A record of training provided by the manufacturer may be requested by the Engineer at any time.

Notify the Engineer at least 5 business days before performing the system test. Test the system in the presence of the Engineer.

Radar speed feedback sign system test consists of:

1. Turning on the radar speed feedback sign system
2. Driving a vehicle and recording the speeds displayed:
   - 2.1. By the vehicle speedometer
   - 2.2. On the vehicle speed feedback sign for the vehicles
3. Performing the test 5 times per lane detected
4. Ensuring that the 5 recorded speeds of the vehicle speed feedback sign are within ± 1 mph of the vehicle speeds recorded from the vehicle speedometer

After successful testing, present the recorded results to the Engineer.

87-14.02 MATERIALS

The radar speed feedback sign must be model SpeedCheck-15 manufactured by Carmanah. The radar speed feedback sign has a pole length of 18 feet (above grade), 50-watt integrated solar panel (top of pole mount), one SR4-1 (CA) sign (24" x 48") and one vehicle speed feedback panel model SpeedCheck-15 (30" x 42", black lettering, yellow panel, 15" LED digits, tested to NEMA 3R or better). The pole is a Type 15-FBS per standard plan ES-7J. The radar speed feedback sign (SpeedCheck-15) can be obtained from the distributor:

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

Address	Telephone no.
JAM SERVICES 958 E. AIRWAY BLVD LIVERMORE, CA 94551	(925) 455-5267 (925) 219-5767

Anchor bolts, anchor plates and hardware must comply with section 75-1.02B.

Reinforcement for cast-in-drill-hole concrete foundation must comply with section 52.

87-14.03 CONSTRUCTION

Construct cast-in-drill hole concrete foundation under section 56-3.

Install the radar speed feedback sign under the manufacturer's instructions.

87-14.04 PAYMENT

Not Used

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 1178

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

In accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications, dated 2025, and the Standard Plans, dated 2025, including issued revision through April 21, 2025, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The required Payment and Performance bonds

(f) Certificate of Insurance

(g) The accepted bid/proposal including the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) Statement Concerning Employment Of Undocumented Aliens
(7) Contractor’s Certificate As To Workers’ Compensation
(8) Waiver for Payment Adjustment for Price Index Fluctuations
(9) Contractor’s Certification of Good Faith Effort to Employ Monterey Bay Area Residents
(10) List of Satisfied Public Agencies
(11) Bidder’s Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

BASE BID

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
1	090220A		PUBLIC OUTREACH/NOTIFICATION	LS	1		
2	100100		DEVELOP WATER SUPPLY	LS	1		
3	120090		CONSTRUCTION AREA SIGNS	LS	1		
4	120100		TRAFFIC CONTROL SYSTEM	LS	1		
5	130100		JOB SITE MANAGEMENT	LS	1		
6	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7	153121		REMOVE CONCRETE (CY)	CY	330		
8	170103		CLEARING AND GRUBBING (LS)	LS	1		
9	170110A		REMOVE TREE	EA	6		
10	190101	F	ROADWAY EXCAVATION	CY	1150		
11	193004	F	STRUCTURE BACKFILL (CULVERT)	CY	4		
12	194001	F	DITCH EXCAVATION	CY	46		
13	198010	F	IMPORTED BORROW (CY)	CY	27		
14	198050	F	EMBANKMENT	CY	43		
15	202029A		RELOCATE IRRIGATION LINE	LF	240		
16	260203		CLASS 2 AGGREGATE BASE (CY)	CY	760		

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
17	390132		HOT MIX ASPHALT (TYPE A)	TON	1120		
18	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	84		
19	397005		TACK COAT	TON	5		
20	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	3690		
21	398300		REMOVE BASE AND SURFACING	CY	32		
22	520101	F	BAR REINFORCING STEEL	LB	200		
23	610300		CONCRETE BACKFILL (PIPE TRENCH)	CY	6		
24	667006		21” X 15” CORRUGATED STEEL PIPE ARCH (.109” THICK)	LF	43		
25	681114A		2 1/2” PLASTIC PIPE (WALKWAY DRAIN)	LF	14		
26	681115A		GRATED SIDEWALK DRAIN	EA	3		
27	710136		REMOVE PIPE	LF	320		
28	730070		DETECTABLE WARNING SURFACE	SQFT	400		
29	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	180		
30	731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	8		
31	731516		MINOR CONCRETE (DRIVEWAY)	CY	10		
32	731521		MINOR CONCRETE (SIDEWALK)	CY	190		
33	780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	1		
34	780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	5		

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
35	800053A		FENCE (WOOD, 4-FOOT)	LF	160		
36	800054A		FENCE (WOOD, 6-FOOT)	LF	51		
37	803015		REMOVE WOOD FENCE	LF	230		
38	803090		SALVAGE CHAIN LINK GATE	EA	1		
39	803160		RESET GATE	EA	1		
40	803161A		RESET CHAIN LINK MESH	LF	280		
41	803180		RELOCATE CHAIN LINK FENCE	LF	250		
42	803190		RELOCATE GATE	EA	2		
43	810170		DELINEATOR (CLASS 1)	EA	11		
44	820250		REMOVE ROADSIDE SIGN	EA	8		
45	820310		REMOVE ROADSIDE SIGN PANEL	EA	1		
46	820610		RELOCATE ROADSIDE SIGN	EA	12		
47	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063”-UNFRAMED)	SQFT	1		
48	820901A		INSTALL STREET SIGN PANEL ON EXISTING POST	EA	1		
49	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	730		
50	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	1960		
51	870201A		SOLAR LIGHTING ASSEMBLY	EA	10		
52	870701A		SOLAR FLASHING BEACON	EA	4		

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
53	871401A		RADAR SPEED FEEDBACK SIGN	EA	2		
54	999990		MOBILIZATION	LS	1		

BID ALTERNATIVE

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
55	120100		TRAFFIC CONTROL SYSTEM	LS	1		
56	153121		REMOVE CONCRETE (CY)	CY	180		
57	190101	F	ROADWAY EXCAVATION	CY	150		
58	390132		HOT MIX ASPHALT (TYPE A)	TON	730		
59	397005		TACK COAT	TON	5		
60	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4691		
61	398201A		ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	TON	300		

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By: _____

Corp: Signature of Chair, President, or Vice-President
LLC: Signature of Manager

Printed Name

Its: _____

Title

Date: _____

By: _____

Corp: Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
LLC: Signature of Manager

Printed Name

Its: _____

Title

Date: _____

COUNTY OF MONTEREY:

By: _____

Name: Randell Ishii, MS, PE, TE, PTOE

Title: Director of Public Works, Facilities and Parks

Dated: _____

AUDITOR-CONTROLLER

APPROVED AS TO FISCAL TERMS PROVISIONS

By: _____

Name: Ma Mon

Title: Chief Deputy Auditor-Controller

Date: _____

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO FORM

By: _____

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: _____

OFFICE OF COUNTY COUNSEL-RISK MANAGEMENT

APPROVED AS TO INDEMNITY/ INSURANCE PROVISIONS

By: _____

Name: David Bolton

Title: County Counsel-Risk Manager

Date: _____

***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 name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO 1178

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars ($, , .) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

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If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this_____day of_____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____ as Contractor, a Contract for the following project:

COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT
PROJECT NO 1178

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we_____, as Principal, and _____ _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____ Dollars ($, , .), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms or conditions, or
(2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder,

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this_____day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____
Principal

By _____

Name and Title _____

(Corporate Seal)

_____
Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

COUNTY OF MONTEREY

DEPARTMENT OF
PUBLIC WORKS, FACILITIES AND PARKS

COUNTY CLERK OF THE BOARD OF SUPERVISORS
168 W. ALISAL STREET, 1ST FLR
SALINAS, CALIFORNIA 93901

BOOK TWO

BID FORM

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
County Project No. 1178

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:

Signed by:
Mary Grace Perry 2/5/2026 | 4:28 PM PST
76A1BB9BA72D498...

MARY GRACE PERRY
Deputy County Counsel

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

BID/PROPOSAL

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

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BID FORM

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

TO: COUNTY OF MONTEREY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other Contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the following project: COMMUNITY OF SAN ARDO SCHOOL CONNECTIONS PROJECT, all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

COMMUNITY OF SAN ARDO
SCHOOL CONNECTIONS PROJECT
PROJECT NO. 1178

BASE BID

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
1	090220A		PUBLIC OUTREACH/NOTIFICATION	LS	1		
2	100100		DEVELOP WATER SUPPLY	LS	1		
3	120090		CONSTRUCTION AREA SIGNS	LS	1		
4	120100		TRAFFIC CONTROL SYSTEM	LS	1		
5	130100		JOB SITE MANAGEMENT	LS	1		
6	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7	153121		REMOVE CONCRETE (CY)	CY	330		
8	170103		CLEARING AND GRUBBING (LS)	LS	1		
9	170110A		REMOVE TREE	EA	6		
10	190101	F	ROADWAY EXCAVATION	CY	1150		
11	193004	F	STRUCTURE BACKFILL (CULVERT)	CY	4		
12	194001	F	DITCH EXCAVATION	CY	46		
13	198010	F	IMPORTED BORROW (CY)	CY	27		
14	198050	F	EMBANKMENT	CY	43		
15	202029A		RELOCATE IRRIGATION LINE	LF	240		
16	260203		CLASS 2 AGGREGATE BASE (CY)	CY	760		

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Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
17	390132		HOT MIX ASPHALT (TYPE A)	TON	1120		
18	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	84		
19	397005		TACK COAT	TON	5		
20	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	3690		
21	398300		REMOVE BASE AND SURFACING	CY	32		
22	520101	F	BAR REINFORCING STEEL	LB	200		
23	610300		CONCRETE BACKFILL (PIPE TRENCH)	CY	6		
24	667006		21” X 15” CORRUGATED STEEL PIPE ARCH (.109” THICK)	LF	43		
25	681114A		2 1/2” PLASTIC PIPE (WALKWAY DRAIN)	LF	14		
26	681115A		GRATED SIDEWALK DRAIN	EA	3		
27	710136		REMOVE PIPE	LF	320		
28	730070		DETECTABLE WARNING SURFACE	SQFT	400		
29	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	180		
30	731507		MINOR CONCRETE (GUTTER DEPRESSION)	CY	8		
31	731516		MINOR CONCRETE (DRIVEWAY)	CY	10		
32	731521		MINOR CONCRETE (SIDEWALK)	CY	190		
33	780254		ADJUST ACCESS BOX FRAME AND COVER (UTILITY)	EA	1		
34	780258		ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	5		

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Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
35	800053A		FENCE (WOOD, 4-FOOT)	LF	160		
36	800054A		FENCE (WOOD, 6-FOOT)	LF	51		
37	803015		REMOVE WOOD FENCE	LF	230		
38	803090		SALVAGE CHAIN LINK GATE	EA	1		
39	803160		RESET GATE	EA	1		
40	803161A		RESET CHAIN LINK MESH	LF	280		
41	803180		RELOCATE CHAIN LINK FENCE	LF	250		
42	803190		RELOCATE GATE	EA	2		
43	810170		DELINEATOR (CLASS 1)	EA	11		
44	820250		REMOVE ROADSIDE SIGN	EA	8		
45	820310		REMOVE ROADSIDE SIGN PANEL	EA	1		
46	820610		RELOCATE ROADSIDE SIGN	EA	12		
47	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063”-UNFRAMED)	SQFT	1		
48	820901A		INSTALL STREET SIGN PANEL ON EXISTING POST	EA	1		
49	840501		THERMOPLASTIC TRAFFIC STRIPE	LF	730		
50	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	1960		
51	870201A		SOLAR LIGHTING ASSEMBLY	EA	10		
52	870701A		SOLAR FLASHING BEACON	EA	4		

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Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
53	871401A		RADAR SPEED FEEDBACK SIGN	EA	2		
54	999990		MOBILIZATION	LS	1		
BASE BID TOTAL = _____							

BID ALTERNATIVE

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit Price	Cost (Amount)
55	120100		TRAFFIC CONTROL SYSTEM	LS	1		
56	153121		REMOVE CONCRETE (CY)	CY	180		
57	190101	F	ROADWAY EXCAVATION	CY	150		
58	390132		HOT MIX ASPHALT (TYPE A)	TON	730		
59	397005		TACK COAT	TON	5		
60	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	4691		
61	398201A		ASPHALT CONCRETE DIGOUTS (SUPPLEMENTAL)	TON	300		
BID ALTERNATIVE TOTAL = _____							

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

BASE BID + BID ALTERNATIVE TOTAL = _____

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2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

   The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

   The basis of award to the lowest responsive, responsible bidder will be the lowest BASE BID plus Bid ALTERNATIVE. In the event the lowest BASE BID + BID ALTERNATIVE offer exceeds the funds available, a single award will be made on the lowest BASE BID offer. All bid items in BASE BID and BID ALTERNATIVE must include equal unit prices.

   The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

   In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

   (1) As to lump sum items, the amount set forth in the "Item Total" column shall be the unit price.

   (2) As to unit basis items, the amount set forth in the "Item Total" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

   Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.
   The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the

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public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.

5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.

6. Attached hereto are the following:

(1) List of Subcontractors
(2) Equal Employment Opportunity Certification
(3) Public Contract Code
Section 10285.1 Statement
Section 10162 Questionnaire
Section 10232 Statement
(4) Noncollusion Declaration
(5) Debarment and Suspension Certification
(6) Statement Concerning Employment Of Undocumented Aliens
(7) Contractor's Certificate As To Workers' Compensation
(8) Waiver for Payment Adjustment for Price Index Fluctuations
(9) Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
(10) List of Satisfied Public Agencies
(11) Bidder's Bond

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a Contract in the form set forth in the Contract documents on which this bid is based, (b) a payment bond for public works and facilities, as required by the Contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the Contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to Contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the Contract, reject the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

_____

_____

_____

9. The names of all persons interested in the foregoing proposal as principals are as follows:

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_____

_____

_____

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a limited liability corporation (LLC), state the legal name of the LLC, and the names of the LLC managers, if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a Contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____
License number: _____
Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the Contract included in addenda number(s) ____, ____, ____, ____, ____, ____, ____, and ____. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. This bid is Submitted pursuant to Section 7103.5(b) of the Public Contract Code which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.
(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.
(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

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By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

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By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Workers' Compensation are true and correct.

Dated:_____

_____
Bidder's Business Name

By: _____

Print Name: _____
Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

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LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total bid or $10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime Contractor fails to specify a subcontractor or if a prime Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half of one percent of the prime Contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime Contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

☐ Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

_____
Bidder's business name

By: _____

Print Name: _____

Title: _____

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DESIGNATION OF SUBCONTRACTORS

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars ($10,000), whichever is greater.*

b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Bid Item

By: _____

(Bidder's Company Name)

NOTES: *When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

** Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, hereby certifies that he/she/it has ___ , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works and facilities Contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

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PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____ _____ [city], _____[state].

Signature: _____

Print Name: _____

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DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in criminal prosecution or administrative sanctions.

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STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

Note: The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Providing false information may result in criminal prosecution or administrative sanctions.

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CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

> Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.

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WAIVER FOR PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

The bidder may opt to waive the provisions of Section 9-1.07, “Payment Adjustments for Price Index Fluctuations” of the Standard Specifications.

Checking “YES” and signing this form shall constitute that the Contractor’s bids are not subject to the provisions of Section 9-1.07, “Payment Adjustments for Price Index Fluctuations” of the Standard Specifications.

Checking “NO” and signing this form shall constitute that the Contractor’s bids shall be adjusted in accordance to the provisions of Section 9-1.07, “Payment Adjustments for Price Index Fluctuations” of the Standard Specifications.

Yes _____ No _____

Bidder’s Business Name: _____

Signature: _____

Print Name and Title: _____

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CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY MONTEREY BAY AREA RESIDENTS

(Monterey County Code Section 5.08.120)

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120. Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or materialmen relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

☐ I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

_____

_____

_____

☐ I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

(with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. Attached is my written plan to recruit Monterey Bay residents as part of the construction workforce.

☐ I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____ at (city/state) _____ _____.

Bidder's Business Name: _____

Signature: _____

Print Name and Title: _____

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

LIST OF SATISFIED PUBLIC AGENCIES

(Two minimum)

Agency Name	Project Name	Contact Person	Award Date	Phone No.

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

_____ (exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the Contract and delivery of the bonds and insurance certificates, in the event that the Contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____(city where bid opening), California, on, _____ _____(date bid opening).

NOW, THEREFORE, we _____ _____, PRINCIPAL, and _____ _____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars ($_____.____) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

If the aforesaid Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said Contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

Docusign Envelope ID: 4E700D4A-1798-403F-B98B-1B8ED193C7AC

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

_____

Principal

By _____

Name and Title _____

(Corporate Seal)

_____

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

Introduced: 2/19/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5 vote required).

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5 vote required).

SUMMARY:

The Boronda County Sanitation District (BCSD) provides wastewater collection services to the community of Boronda. The operations and maintenance of the BCSD system must meet the regulatory requirements established under the State Water Resources Control Board (SWRCB) Order WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems. BCSD will incur costs greater than the amount budgeted in Fiscal Year (FY) 2025-26 due to the need to perform annual system cleaning and maintenance, equipment repairs and generator maintenance projects, completion of a SWRCB mandated Sewer System Management Plan Update, and completion of a Rate Study and Proposition 218 election to established new sewer rates. Increased expenditures are also anticipated for utility services.

DISCUSSION:

Maintenance and annual line cleaning are required to maintain the sewer system in proper working order, which results in the reduced occurrence of sewer spills and equipment failure. Annual cleaning reduces the buildup of fats, oils, grease, and other debris. It also helps to identify other problems that could potentially cause sewer line breaks and sewer spills. Lift station electrical repairs not previously budgeted have also been identified.

SWRCB Order WQ 2022-0103-DWQ requires completion of a Sewer System Management Plan Update to ensure the system is properly managed to reduce the risk of spills and provide effective cleanup and reporting measures. Additional funding is required for completion of this update.

BCSD sewer service rates are insufficient to meet the costs to operate and maintain the system. To establish new sewer rates for BCSD, an Engineer's Rate Study must be completed, a 45-day notice to property owners of record must be provided, and a noticed public hearing consisting of a Proposition 218 Protest Hearing must be conducted. It is anticipated that the Prop 218 hearing will be held prior to the end of the current fiscal year. If approved, new sewer rates will go into effect at the beginning of FY 2026-27. Additional costs to establish the new rates for compliance with Proposition 218, including the Engineer's rate study, legal support from the Office of the County Counsel, and additional staff time is anticipated. Finally, minor budget increases are also predicted for AT&T communication and PG&E utilities.

FINANCING:
If approved, the BCSD adopted budget for FY 2025-26 will be modified to increase appropriations by $127,166 to fund additional expenditures. The increased costs are proposed to be funded by BCSD unassigned fund balance of $129,963 which will reduce the fund balance to $1,933.

If the Rate Study and subsequent Proposition 218 election are not approved and implemented, the remaining minimum fund balance would provide little to no financial cushion to address ongoing operational needs or unforeseen costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives including sustainable infrastructure for the present and future and safe and resilient communities.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - BCSD FY 2025-26 Budget vs Forecast
Attachment C - Location Map

County of Monterey

Board Report

Legistar File Number: RES 26-033

Item No.

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

March 10, 2026

Introduced: 2/19/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5 vote required).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5 vote required).

SUMMARY:
The Boronda County Sanitation District (BCSD) provides wastewater collection services to the community of Boronda. The operations and maintenance of the BCSD system must meet the regulatory requirements established under the State Water Resources Control Board (SWRCB) Order WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems. BCSD will incur costs greater than the amount budgeted in Fiscal Year (FY) 2025-26 due to the need to perform annual system cleaning and maintenance, equipment repairs and generator maintenance projects, completion of a SWRCB mandated Sewer System Management Plan Update, and completion of a Rate Study and Proposition 218 election to established new sewer rates. Increased expenditures are also anticipated for utility services.

DISCUSSION:
Maintenance and annual line cleaning are required to maintain the sewer system in proper working order, which results in the reduced occurrence of sewer spills and equipment failure. Annual cleaning reduces the buildup of fats, oils, grease, and other debris. It also helps to identify other problems that could potentially cause sewer line breaks and sewer spills. Lift station electrical repairs not previously budgeted have also been identified.

SWRCB Order WQ 2022-0103-DWQ requires completion of a Sewer System Management Plan Update to ensure the system is properly managed to reduce the risk of spills and provide effective cleanup and reporting measures. Additional funding is required for completion of this update.

BCSD sewer service rates are insufficient to meet the costs to operate and maintain the system. To establish new sewer rates for BCSD, an Engineer's Rate Study must be completed, a 45-day notice to property owners of record must be provided, and a noticed public hearing consisting of a Proposition 218 Protest Hearing must be conducted. It is anticipated that the Prop 218 hearing will be held prior to the end of the current fiscal year. If approved, new sewer rates will go into effect at the beginning of FY 2026-27. Additional costs to establish the new rates for compliance with Proposition 218, including the Engineer's rate study, legal support from the Office of the County Counsel, and additional staff time is anticipated. Finally, minor budget increases are also predicted for AT&T communication and PG&E utilities.

FINANCING:
If approved, the BCSD adopted budget for FY 2025-26 will be modified to increase appropriations by $127,166 to fund additional expenditures. The increased costs are proposed to be funded by BCSD unassigned fund balance of $129,963 which will reduce the fund balance to $1,933.

If the Rate Study and subsequent Proposition 218 election are not approved and implemented, the remaining minimum fund balance would provide little to no financial cushion to address ongoing operational needs or unforeseen costs.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives including sustainable infrastructure for the present and future and safe and resilient communities.

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

Prepared by: Lynette Redman, Management Analyst III, (831) 796-6038
Reviewed by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Resolution
Attachment B - BCSD FY 2025-26 Budget vs Forecast
Attachment C - Location Map

Before the Board of Directors of the Boronda County Sanitation District
County of Monterey, State of California

Resolution No. 26-0____

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5ths vote required).	)))))))

WHEREAS, the Board of Supervisors of the County of Monterey acts as the Board of Directors of the Boronda County Sanitation District (BCSD);

WHEREAS, operations of the BCSD system must meet the regulatory requirements established by the California State Water Resources Control Board (SWRCB) Order WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems;

WHEREAS, the BCSD Fiscal Year (FY) 2025-26 adopted revenue budget is insufficient to fund the increased costs of system improvements and maintenance, increased utility costs, completion of a Sewer System Management Plan Update, and completion of a Rate Study and Proposition 218 election to establish new sewer service rates;

WHEREAS, fund balance in the amount of $129,963 is available to fund the requested increase;

WHEREAS, completion of annual sewer line cleaning, lift station electrical repairs, and generator maintenance are critical and necessary for the function of the sanitation system;

WHEREAS, State of California Regulatory compliance requires BCSD the Sewer Management Plan Update to ensure proper management, operations and maintenance of the wastewater collection system;

WHEREAS, BCSD sewer service rates have not increased in over 15 years, and the current rates are insufficient to provide for the operation and maintenance of the system;

WHEREAS, an Engineer's Rate Study must be completed, a 45-day notice to property owners of record must be provided, and a noticed public hearing consisting of a Proposition 218 Protest Hearing must be conducted to establish new rates;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Monterey hereby approves the following to:

Authorize and direct the Auditor-Controller to amend the Fiscal Year 2025-26 Boronda County Sanitation District Adopted Budget, Fund 156, Appropriation Unit PFP049, to

increase appropriations by $127,166 funded by unassigned fund balance (156-3101) to fund system improvements and maintenance, utility costs, Sewer System Management Plan Update, and Rate Study and Proposition 218 election to establish new sewer service rates (4/5th required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 10th day of March 2026, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof Minute Book ___ for the meeting on March 10, 2026.

Dated: Valerie Ralph, Clerk of the Board of Supervisors
File Number: _____ County of Monterey, State of California

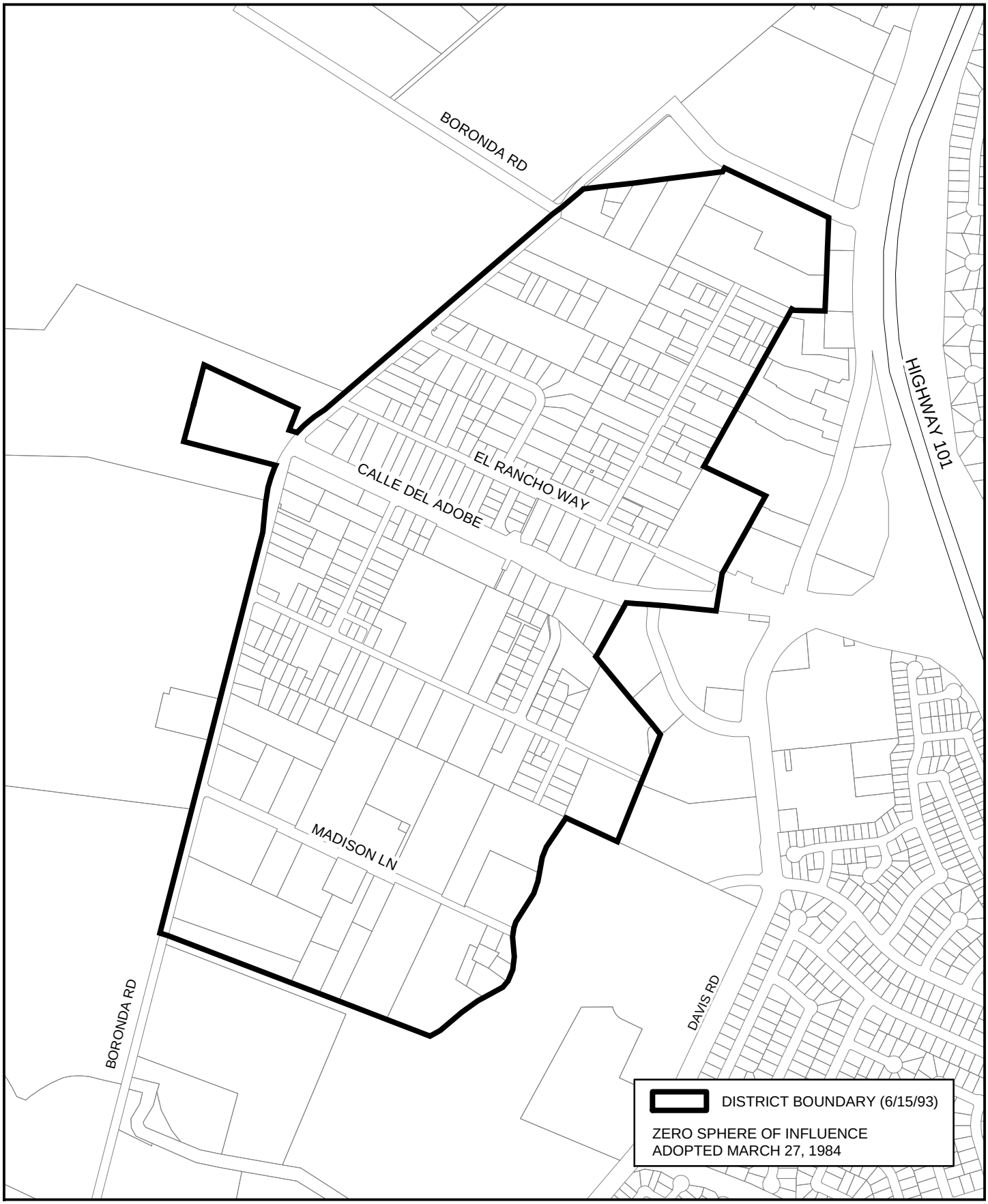
By _____
Deputy

ATTACHMENT B

Boronda County Sanitation District
Budget vs Forecast
Fiscal Year Ending June 30, 2026

	Budget 2025-26	Forecast 2025-26	Change
Unassigned Fund Balance	**$ 129,963**	**$ 129,963**	$ -
Revenue			
Road Privileges and Permits	$ 1,100	$ 1,100	-
Investment Income	175	175	$ -
Sanitation Services	158,500	158,500	$ -
Annual Revenue	**$ 159,775**	**$ 159,775**	**$ -**
Total Financing Available		**$ 289,738**	
Expenditures			
Communications (AT&T)	$ 1,622	$ 1,768	$ 146
Insurance - Property	6,765	5,926	(839)
Building & Improvements-External	50,000	60,000	10,000
Annual System Cleaning		*50,000*	-
Lift Station Electrical Repairs		*10,000*	-
Equipment Maintenance		5,000	5,000
Generator Maintenance		*5,000*	-
Legal Service - Internal	1,500	10,000	8,500
Other Personnel Services	88,438	128,700	40,262
Other Professional & Special Services		60,000	60,000
Proposition 218 Rate Study & Prop 218 Hearing		*45,000*	
Completion of Sewer System Management Plan		*15,000*	
Other Special Departmental Expenses	4,568	4,568	-
Utilities - PG&E	7,736	11,833	4,097
Tax & Assmt	$ 10	$ 10	$ -
Total Expendistures	**$ 160,639**	**$ 287,805**	**$ 127,166**
Extimated Ending Fund Balance		**$ 1,933**	

ATTACHMENT C



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369, Salinas, CA 93902
132 W. Gabilan St., Suite 102, Salinas, CA 93901
Telephone (831) 754-5838 Fax (831) 754-5831

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SPECIAL DISTRICTS

BORONDA COUNTY SANITATION DISTRICT

County of Monterey

Board Report

Legistar File Number: RES 26-034

Item No.69

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

March 10, 2026

Introduced: 2/20/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve the Monterey County Fish and Game Advisory Commission recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds to award $50,000;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board, to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund Program award and to disburse the funding awards as delineated in Exhibit 1.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve the Monterey County Fish and Game Advisory Commission recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds award;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board, to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund Program award and to disburse the funding awards as delineated in Exhibit 1.

SUMMARY:
The Monterey County Fish and Game Advisory Commission (Commission) annually releases a Request for Proposal, accepts proposals, and recommends applicants for grants related to preservation and propagation of fish and wildlife. The Commission is recommending 11 applicants receive a 2026 grant.

DISCUSSION:
California Fish and Game Code Section 13100 (Code) establishes that fish and wildlife propagation funds be expended for the protection, conservation, propagation, and preservation of fish and wildlife resources, under the direction of the Board of Supervisors, pursuant to the Fish and Game Code. Funds are received through various State of California Fish and Wildlife fines issued by Game Wardens, as well as court fees and case settlements. The Code defines the purposes for which a county may award fish and wildlife Propagation Grant Funds (PGF) (Attachment A). PGF funds are intended to provide financial resources to qualified agencies, organizations, groups, and individuals

working to protect, preserve, enhance, and promote fish and wildlife resources. County distribution of propagation funds is subject to State audit.

The Commission was formed on April 28, 1981, by the Board of Supervisors (Board) through Resolution #81-239 relative to the preservation and propagation of fish and wildlife, use of fish and game propagation funds, and investigate and evaluate proposals for projects intended to enhance and protect fish and wildlife (Attachment B). Board Resolution 81-239 requires all expenditures using these grant funds be approved by the Board.

The Department of Public Works, Facilities and Parks (PWFP) issued a solicitation for Fiscal Year (FY) 2025-26 PGF applications, with applications due on November 7, 2025. The solicitation was advertised in general-circulation newspapers throughout the County. The Commission received 12 applications in response to the solicitation, with grant requests totaling $72,499. The projects are summarized in Exhibit 1 to the draft Resolution (Exhibit 1).

On December 11, 2025, the Commission reviewed the FY 2025-26 PGF applications and compiled a funding recommendation for the Board. The Commission adjusted some applicant requests to fund allowable activities only or allocate the award amount to available funding. The FY 2025-26 grant project descriptions are attached (Attachment C).

The Commission budgeted $50,000 for the FY 2025-26 PGF. Following Board approval, awarded applicants will enter into a grant agreement with the County. Awarded applicants must submit a final report detailing how the funds were spent. The Commission funding recommendation totaled $50,000.

The Commission requested staff to prepare the report for Board approval, and to make funding award adjustments should funds not be awarded. Staff prepared a draft Resolution (Attachment D) to award $50,000 of the PGF to 11 of the twelve applicants for FY 2025-26 for the Board's consideration. The Commission's recommendation is detailed in Exhibit 1 to Attachment D.

PWFP requests that the Board approve the Commission recommendation for awards, adopt a resolution designating Board approval of the grant applicants and the funding as recommended, and approve and authorize the PWFP Director or designee to execute the grant agreements approved for FY 2025-26 PGF awards, and to disburse the funding awards set forth in Exhibit 1.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel reviewed for form and approved the process for consistency with Board Resolution 81-239 and the Code.

FINANCING:
The FY 2025-26 Adopted Budget for Fish and Game Fund 006, Appropriation Unit PFP059, includes $50,000 allocated for propagation grants. The Commission recommends a total grant award of $50,000 for 11 projects. If the recommended awards are approved by the Board, the projected FY 2025-26 ending fund balance will be $34,310.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommendation supports the Board of Supervisors' Economic Development Strategic Initiatives. By funding qualified projects and programs designed to protect and improve ecological resources, the daily lives of Monterey County residents are enriched, and visitors are drawn to the area for recreation and sport activities, which in turn stimulates the local economy.

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

Prepared by: Bryan Flores, Chief of Parks (831) 755-4831
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - California Fish and Game Code Section 13103
Attachment B - Board Resolution #81-239
Attachment C - Proposed FY 2025-26 Grant Award Project Descriptions
Attachment D - Draft Resolution/Exhibit 1 Recommendation for FY 2025-26 PGF Award
(Attachments are on file with the Clerk of the Board)

County of Monterey

Board Report

Legistar File Number: RES 26-034

Item No.

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

March 10, 2026

Introduced: 2/20/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Approve the Monterey County Fish and Game Advisory Commission recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds to award $50,000;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board, to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund Program award and to disburse the funding awards as delineated in Exhibit 1.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve the Monterey County Fish and Game Advisory Commission recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds award;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board, to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund Program award and to disburse the funding awards as delineated in Exhibit 1.

SUMMARY:
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DISCUSSION:
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The Commission budgeted $50,000 for the FY 2025-26 PGF. Following Board approval, awarded applicants will enter into a grant agreement with the County. Awarded applicants must submit a final report detailing how the funds were spent. The Commission funding recommendation totaled $50,000.

The Commission requested staff to prepare the report for Board approval, and to make funding award adjustments should funds not be awarded. Staff prepared a draft Resolution (Attachment D) to award $50,000 of the PGF to 11 of the twelve applicants for FY 2025-26 for the Board's consideration. The Commission's recommendation is detailed in Exhibit 1 to Attachment D.

PWFP requests that the Board approve the Commission recommendation for awards, adopt a resolution designating Board approval of the grant applicants and the funding as recommended, and approve and authorize the PWFP Director or designee to execute the grant agreements approved for FY 2025-26 PGF awards, and to disburse the funding awards set forth in Exhibit 1.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel reviewed for form and approved the process for consistency with Board Resolution 81-239 and the Code.

FINANCING:
The FY 2025-26 Adopted Budget for Fish and Game Fund 006, Appropriation Unit PFP059, includes $50,000 allocated for propagation grants. The Commission recommends a total grant award of $50,000 for 11 projects. If the recommended awards are approved by the Board, the projected FY 2025-26 ending fund balance will be $34,310.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommendation supports the Board of Supervisors' Economic Development Strategic Initiatives. By funding qualified projects and programs designed to protect and improve

ecological resources, the daily lives of Monterey County residents are enriched, and visitors are drawn to the area for recreation and sport activities, which in turn stimulates the local economy.

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

Prepared by: Bryan Flores, Chief of Parks (831) 755-4831
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - California Fish and Game Code Section 13103
Attachment B - Board Resolution #81-239
Attachment C - Proposed FY 2025-26 Grant Award Project Descriptions
Attachment D - Draft Resolution/Exhibit 1 Recommendation for FY 2025-26 PGF Award
(Attachments are on file with the Clerk of the Board)

Attachment A

Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

b) Temporary emergency treatment and care of injured or orphaned wildlife.

c) Temporary treatment and care of wildlife confiscated by the department as evidence.

d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

f) Construction, maintenance, and operation of public hatchery facilities.

g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars ($10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

m) Costs incurred by a county counsel in investigating and prosecuting an action for civil penalties, injunctive relief, or civil penalties and injunctive relief pursuant to Section 5650.1 resulting from unlicensed cannabis cultivation.

n) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife

Attachment B

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

RESOLUTION NO. 81-239

Creating the Monterey County Fish and Game Commission.....)

SECTION 1. CREATION OF COMMISSION

Be it resolved that:

There is hereby created the Monterey County Fish and Game Commission.

SECTION 2. MEMBERSHIP

The Commission shall be appointed by the Monterey County Board of Supervisors and shall consist of fifteen (15) residents of Monterey County, as follows: three (3) members appointed from each supervisorial district.

SECTION 3. VACANCIES

Any vacancy shall be filled in the same manner as the original appointment.

A vacancy shall exist, and shall be reported to the Clerk of the Board of Supervisors, when: a) a member fails to attend two consecutive meetings of the Commission without good cause, entered into the Commission's Minutes; b) a formal letter of resignation is submitted to the Commission's Chairman and/or the appointing Supervisor; c) a Commission member no longer resides in Monterey County, or otherwise does not meet the qualifications for the appointment.

SECTION 4. TERM OF OFFICE

Each member of the Commission shall hold office for a term of three (3) years, from and after February 1 of the year in which he or she is appointed. Terms shall be staggered so that a simple majority are appointed in one year and the balance the following year.

SECTION 5. MEETINGS

The Commission shall hold regular meetings, open and public, within Monterey County, at a regularly established time and place, as selected by a majority of the Commission's members. Special public meetings may be held at such times and places as the Commission's Chairman and the Board of Supervisors shall direct.

SECTION 6. MINUTES

Official Minutes, indicating attendance and recording actions taken at each meeting of the Commission, shall be maintained and submitted to each member of the Commission and to each member of the Board of Supervisors, through its Clerk, prior to subsequent meetings.

SECTION 7. DUTIES OF THE COMMISSION

The Commission shall make recommendations to the Board of Supervisors relative to the preservation and propagation of fish and wildlife and use of fish and game propagation funds. The Commission shall also investigate and evaluate proposals for projects intended to enhance and protect fish and wildlife.

SECTION 8. QUORUM

A quorum shall be a majority of the total current appointed membership of the Commission. Commission action may be taken by a majority of those present and voting at any given meeting.

SECTION 9. OFFICERS

The Commission shall elect a Chairman, a Vice Chairman and a Secretary who shall be elected during the Commission's first meeting of the year. Officers shall serve for one year and may run for reelection.

SECTION 10. COUNTY STAFF SUPPORT

The Commission shall be assisted by the Administrative Office. The Administrative Officer may desigante a member of his or her staff to be his or her representative to the Commission.

SECTION 11. NOTICE OF SUBCOMMITTEES

A subcommittee shall mean any subsidiary study group appointed by the Commission to give assistance for longer than six months. Subcommittee members need not be Commission members, except that the Commission Chairman shall designate a Commission member to serve on said subcommittee.

SECTION 12. EXPENSES

Subject to budget limitations, the members of the Commission shall be entitled to reimbursement for traveling expense to and from Commission meetings and reimbursement for reasonable and necessary expenses incurred in the course of their official duties.

SECTION 13. ANNUAL REPORT

The Commission shall submit a concise annual report to the Clerk of the Board of Supervisors by July 30 of each year. The report shall contain a summary of the Commission's activities and projects for the preceding year, and shall contain a list of individual Commission members and the Commission's responsibilities.

PASSED AND ADOPTED this ~~28th~~ day of ~~APRIL~~, 1981, by the following vote, to-wit:

AYES: Supervisors Del Piero, Petrovic, Moore, Peters.

NOES: None.

ABSENT: Supervisor Shipnuck

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page ~~~~ of Minute Book 45, on APRIL 28, 1981.

Dated:
APRIL 28, 1981

ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Monterey, State of California.

By _____ Deputy.

CLERK 961

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Attachment C

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Attachment C Project Descriptions

Applicant	Project	Project Description
Lazy Arrow Outdoor Adventures	Ray Azbill Junior Pheasant Hunts and Santa Margarita Pink Hunt Clinic, 01/31, 02/01, 02/21, 2026	The Ray Azbill Junior Pheasant Hunts and the Santa Margarita Pink Hunt Clinic are known as some of the premier pheasant hunting programs for the state. The programs provide education seminars focusing on wildlife and fisheries management, wildlife law enforcement, hunter ethics and safety, shooting skills, game care and offer a hunting opportunity to participants to take pheasants during a live hunt.
Kevin Kreyenhagen	Game Warden Stamps	The purchases of Warden Stamps help to procure vital equipment, protective gear and training for Wildlife Officers. Once stamps have been obtained they will be distributed out to the general public in hopes of educating the importance of the "Thin Green Line".
Giant Giant Kelp Restoration	Giant Giant Kelp Restoration in Monterey	1. Build skills, workforce capacity and infrastructure in the seafood industry. 2. Restore kelp forests and biodiversity. 3. Boost fishing, food security, biodiversity, and carbon sequestration 4. Develop emerging technologies to improve kelp restoration techniques.
Carmel River Steelhead Association (CRSA)	Carmel River Lagoon Steelhead and Striped Monitoring	CRSA conducts steelhead and striped bass monitoring in the Carmel River Lagoon. One of the boats we used for these monitoring efforts is no longer serviceable. CRSA is seeking funds to purchase a new watercraft to aid in our monitoring.
International Bird Rescue	Resolving Negative Human-Wildlife Interactions in Monterey County 2026	Request renewed financial support of $7,299 for a small portion (12.5%) of Monterey County's share of the necessary costs of care, rehabilitation habitats, food, medicine, clinic supplies, and medical supplies for native, wild aquatic birds rescued from throughout Monterey County and transferred to us for lifesaving, temporary emergency treatment and care.
O'Neill Sea Odyssey	A Hands-on Ocean Experience and Watershed Education for Southern Monterey County Youth	O'Neill Sea Odyssey will target four (4) Southern Monterey County classes with our free, hands-on ocean education. Our comprehensive program will provide traditionally marginalized youth with the opportunity to learn about the ecosystem, and the wildlife of our region. Programs will be conducted during the Spring 2026 program season. Students will apply lessons learned with hands-on community service projects.

Attachment C Project Descriptions

Applicant	Project	Project Description
Ventana Wildlife Society	Reducing condor lead exposure through GPS tracking and free non-lead ammunition distribution.	Ventana Wildlife Society will provide free non-lead ammunition to hunters and ranchers in Monterey County. Requested funds will be used to purchase non-lead ammunition for Monterey County hunters and a condor GPS transmitter for tracking movements. This project will facilitate access to non-lead ammunition and help reduce lead exposure for condors and other wildlife.
Marine Life Studies	Mobile Whale Skull Display for Education	We obtained an authentic minke whale skull, mandibles (jawbones), and additional specimens that will be showcased in a custom-built trailer featuring plexiglass windows for clear viewing. This mobile exhibit enables us to bring these remarkable specimens to schools, public outreach events, and various venues. When not on the road, it will be stationed in front of our Moss Landing facility for public viewing.
Monterey Bay Charter School	Nature Connection Supply Library	Monterey Bay Charter School seeks $5,000 from the Monterey County Propagation Grant Fund to establish a Nature Connection Supply Library that provides outdoor education equipment and reusable supplies for equitable, hands-on learning about local wildlife and conservation.
Monterey Audubon Society	Monterey Audubon Birding Backpack Lending Program	Monterey Audubon Society seeks funding to create loanable birding backpacks, stocked with binoculars, field guides, activity books, notebooks, and pencils, for libraries and community centers throughout Monterey County. This program will expand access to wildlife education, engage families and youth in local birding, and promote long-term stewardship of local habitats.
Pacific Grove Museum of Natural History	Monterey County Habitats	Monterey County habitats featured in the PG Museum changes exhibit will be highlighted throughout fall 2026 public programs. Bilingual outreach and onsite programs, including Science Saturday reach over 6,000 people each year with information and hands-on activities focused on the cultures and natural history of Monterey County with emphasis on conservation actions.
SPCA Monterey County	SPCA Monterey County Wildlife Rescue & Rehabilitation Center	Each year, SPCA Monterey County's Wildlife Rescue & Rehabilitation Center provides care for average of 2,500 injured, orphaned, and sick wild animals from 150 different species. Every injured or orphaned wild animal's rehabilitation schedule is crafted around their unique needs and requires substantial resources. We are the only full-service wildlife rehabilitation center in Monterey County.

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

Resolution No.

Adopt a Resolution of the Board of Supervisors of the County of Monterey to:
a. Approve the Monterey County Fish and Game Advisory Commission Recommendation for Fiscal Year 2025-26 Fish and Game Propagation Grant Funds award;
b. Designate the grant applicants approved by the Board to receive the recommended funding award; and
c. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board to receive a Fiscal Year 2025-26 Fish and Game Propagation Grant Fund award and to disburse the funding awards as delineated in Exhibit 1.

WHEREAS, the Monterey County (County) Fish and Game Propagation Grant Fund Program provides financial resources to qualified agencies, organizations, groups, and individuals working to protect, preserve, enhance, and promote fish and wildlife resources;

WHEREAS, California Fish and Game Code Section 13103, defines the only purposes for which a county may award fish and wildlife propagation grant funds, and distribution of propagation funds is subject to State audit;

WHEREAS, the Monterey County Fish and Game Advisory Commission (MCFGAC) was formed by Resolution 81-239 by the Board of Supervisors (Board) on April 28, 1981, to make recommendations to the Board relative to the preservation and propagation of fish and wildlife resources, as well as public education and youth program or activities related to fish and game through the use of the Propagation Grant Fund (PGF);

WHEREAS, a solicitation announcing the availability of Fiscal Year (FY) 2025-26 Monterey County's PGF applications was made and duly noticed in general-circulation newspapers;

WHEREAS, the County received a total of twelve (12) applications with a combined funding request totaling $72,499 in response to the solicitation;

WHEREAS, MCFGAC reviewed every proposal received requesting grant funds and on December 11, 2025, received presentations on the proposed projects and voted to recommend eleven (11) projects to the Board to receive a grant award in specified amounts, for a total funding recommendation of $50,000;

WHEREAS, the Board has duly considered the MCFGAC and Staff recommendation for FY 2025-26 Propagation Grant Fund awards; and

WHEREAS, the annual budgeted amount for the County PGF is $50,000.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby adopt a resolution:

a. Approving the Monterey County Fish and Game Advisory Commission recommendation for FY 2025-26 Fish and Game Propagation Grant Funds awards;
b. Designating the grant applicants approved by the Board to receive the recommended funding award; and
c. Approving and authorizing the Director of Public Works, Facilities and Parks or designee to execute required grant agreements with the applicants approved by the Board to receive a FY 2025-26 Fish and Game Propagation Program Grant fund award and to disburse the funding awards as delineated in Exhibit 1.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this ____ day of _____ by the following vote, to wit:

AYES:
NOES:
ABSENT:

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

Dated: _____

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

By_____
Deputy

Monterey County
Fish and Game Advisory Commission

Fiscal Year 2025-26 Propagation Grant Funds

Applicant	Award Request	Recommended Award Amount
Lazy Arrow Outdoor Adventures	$2,900	$2,900
Kevin Kreyenhagen	$500	$500
Giant Giant Kelp Restoration in Monterey	17,500	$5,000
Carmel River Lagoon Steelhead & Striped Monitoring	$3,500	$0
International Bird Rescue	$7,299	$5,000
O'Neill Sea Odyssey	$3,500	$3,500
Ventana Wildlife Society	$8,840	$8,470
Marine Life Studies	$6,000	$5,000
Monterey Bay Charter School	$5,000	$5,000
Monterey Audubon Society	$5,160	$4,000
Pacific Grove Museum of Natural History	$4,800	$3,500
SPCA Monterey County	$7,500	$7,130
Total Requested	**$72,499**	**$50,000**
Grant Budget	**$50,000**	**$0**

County of Monterey

Board Report

Legistar File Number: A 26-067

Item No.70

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

March 10, 2026

Introduced: 2/26/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, with a term from August 15, 2021 to August 14, 2026, for preventative maintenance, and on-call repair and emergency work for County's backup generators, to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions of the Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems and future amendments to the Agreement where the amendments do not significantly alter the scope of work of the Agreement or increase the approved Agreement amount subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, with a term from August 15, 2021 to August 14, 2026, for preventative maintenance, and on-call repair and emergency work for County's backup generators, to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions of the Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems and future amendments to the Agreement where the amendments do not significantly alter the scope of work of the Agreement or increase the approved Agreement amount subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

SUMMARY:

Public Works, Facilities and Parks (PWFP) manage the service Agreement with Quinn Company, dba Quinn Power Systems (Quinn Power) for preventative maintenance and on-call repair and emergency work of County's backup generators. An increase to the not to exceed amount of this Agreement is needed to allow for the continuation of these services.

The recommended actions would allow for the approval of the proposed Amendment No. 2 to Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems (Quinn Power), with a term from August 15, 2021 to August 14, 2026, to increase the not to exceed amount by $50,000 and update various Provisions to allow for these continued services.

DISCUSSION:
The County maintains more than twenty (20) backup generators at its facilities, including radio tower sites, which are a critical part of maintaining County operations during power disruptions. These generators require routine preventative maintenance, as well as emergency work to address breakdowns in order to keep them in good working order. Staff have identified the need to increase the not to exceed amount by $50,000 and update provisions of the Agreement between the County and Quinn Power as to insurance, records and confidentiality, and compliance with applicable laws. The proposed Amendment allows the County to ensure continuing operations at County facilities during utility outages.
PWFP requests that the Board of Supervisors approve the proposed Amendment to the Quinn Power Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved the proposed Amendment Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no minimum guaranteed work under this Agreement. Funding for individual work orders is verified within the approved budget allocations prior to commencement of work. The proposed not to exceed amount of $350,000 for Agreement MYA*5965 is intended to allow services to continue in future fiscal years. There are sufficient appropriations in the Public Works Facility Services (001-8552-PFP054) FY 2025-26 adopted budget to cover the increased not to exceed amount.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended actions support the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Sustainable Infrastructure for the Present and Future by providing exceptional facilities for residents and maintaining and managing vital infrastructure assets efficiently which promotes an organization that practices efficient and effective resource management.

The recommended actions support the following Board of Supervisors' Strategic Plan Goals as indicated below:

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

Prepared by: Patty Small, MA II (831) 784-5929
Reviewed by: Florence Kabwasa-Green, Chief of Facilities

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 - Amendment No. 2 to Quinn Power Agreement
Attachment B - Amendment No. 1 to Quinn Power Agreement
Attachment C - Quinn Power Agreement
Attachment D - Summary Annual Expenditures and Balance

Introduced: 2/26/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, with a term from August 15, 2021 to August 14, 2026, for preventative maintenance, and on-call repair and emergency work for County's backup generators, to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions of the Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems and future amendments to the Agreement where the amendments do not significantly alter the scope of work of the Agreement or increase the approved Agreement amount subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, with a term from August 15, 2021 to August 14, 2026, for preventative maintenance, and on-call repair and emergency work for County's backup generators, to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions of the Agreement; and
b. Authorize the Chief Contracts and Procurement Officer or their designee to execute Amendment No. 2 to the Standard Agreement Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems and future amendments to the Agreement where the amendments do not significantly alter the scope of work of the Agreement or increase the approved Agreement amount subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, and review of fiscal provisions by the Auditor Controller's Office.

SUMMARY:
Public Works, Facilities and Parks (PWFP) manage the service Agreement with Quinn Company, dba Quinn Power Systems (Quinn Power) for preventative maintenance and on-call repair and emergency work of County's backup generators. An increase to the not to exceed amount of this Agreement is needed to allow for the continuation of these services.

The recommended actions would allow for the approval of the proposed Amendment No. 2 to Multi-Year Agreement (MYA)*5965 with Quinn Company, dba Quinn Power Systems (Quinn Power), with a term from August 15, 2021 to August 14, 2026, to increase the not to exceed amount by $50,000 and update various Provisions to allow for these continued services.

DISCUSSION:
The County maintains more than twenty (20) backup generators at its facilities, including radio tower sites, which are a critical part of maintaining County operations during power disruptions. These generators require routine preventative maintenance, as well as emergency work to address breakdowns in order to keep them in good working order. Staff have identified the need to increase the not to exceed amount by $50,000 and update provisions of the Agreement between the County and Quinn Power as to insurance, records and confidentiality, and compliance with applicable laws. The proposed Amendment allows the County to ensure continuing operations at County facilities during utility outages.
PWFP requests that the Board of Supervisors approve the proposed Amendment to the Quinn Power Agreement.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved the proposed Amendment Agreement as to form and fiscal provisions, respectively.

FINANCING:
There is no minimum guaranteed work under this Agreement. Funding for individual work orders is verified within the approved budget allocations prior to commencement of work. The proposed not to exceed amount of $350,000 for Agreement MYA*5965 is intended to allow services to continue in future fiscal years. There are sufficient appropriations in the Public Works Facility Services (001-8552-PFP054) FY 2025-26 adopted budget to cover the increased not to exceed amount.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The recommended actions support the Board of Supervisors' Strategic Plan Goals for Well-Being and Quality of Life, and Sustainable Infrastructure for the Present and Future by providing exceptional facilities for residents and maintaining and managing vital infrastructure assets efficiently which promotes an organization that practices efficient and effective resource management.

The recommended actions support the following Board of Supervisors' Strategic Plan Goals as indicated below:

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

Prepared by: Patty Small, MA II (831) 784-5929
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
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 - Amendment No. 2 to Quinn Power Agreement
Attachment B - Amendment No. 1 to Quinn Power Agreement
Attachment C - Quinn Power Agreement
Attachment D - Summary Annual Expenditures and Balance

Attachment A

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AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN COMPANY DBA QUINN POWER SYSTEMS

THIS AMENDMENT NO. 2 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Company, dba Quinn Power Systems, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on August 30, 2021, CONTRACTOR entered into a Standard Agreement Multi-Year Agreement (MYA) *5965 with County (hereinafter, "Agreement") to provide preventative maintenance and emergency repairs on County generators (hereinafter "services") through and including August 14, 2026 for an amount not to exceed $100,000;

WHEREAS, the Agreement was amended by the Parties on April 26, 2024 (hereinafter, "Amendment No. 2") to increase the not to exceed amount by $200,000 for a total not to exceed amount of $300,000;
WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services under this Agreement;

WHEREAS, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide services required under the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount by $50,000 for a total not to exceed amount of $350,000 and update provisions to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows, effective upon the date of final execution of this Amendment No. 2 which is the last date opposite the respective signatures below:

1. Amend the second sentence of Section 2.0, "PAYMENT PROVISIONS," to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $350,000.

2. Amend Section 6.0, "Payment Conditions," to add the following and hereby incorporate the new language into the Agreement:

   6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

3. Amend Section 9.02, "Qualifying Insurers," to read as follows and hereby incorporate the new language into the Agreement:

Docusign Envelope ID: 06696793-76C1-4837-8F47-627C2D994BB2

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.

4. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are

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insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

5. Amend Section 9.04, "Other Insurance Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:
All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:
The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:
For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the

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CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:
The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate the new language into the Agreement:

10.06 Format of Deliverables:
For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

7. Amend to add new Section 17, "Compliance with Applicable Laws," to read as follows and hereby incorporate into the Agreement:

17.01 CONTRACTOR shall keep 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

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including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

17.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

17.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

8. Amend the first sentence in Paragraph B.1, "COMPENSATION/PAYMENT of the Exhibit A-2, "Scope of Services/Payment Provisions," to read as follows:

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $350,000 for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services.

9. All other terms and conditions of the Agreement as amended by Amendment No. 2, including all Exhibits thereto, remain unchanged and in full force and effect.

10. This Amendment No. 2 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

11. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By::

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Mary Grace Perry 70A18B8BA72D498...

Mary Grace Perry
Deputy County Counsel

Date: 2/9/2026 | 1:13 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Name:

Title: Auditor/Controller

Date: 2/10/2026 | 1:58 PM PST

Reviewed as to Liability Provisions[3]
Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

CONTRACTOR

Quinn Company, dba Quinn Power Systems

Contractor/Business Name*

By: Signed by: Michelle Locke F2D16464DC7349E...

Michelle Locke, Vice President

(Signature of Chair, President, or Vice-President)

Date: 2/9/2026 | 9:05 AM PST

By: Signed by: Kris Paluzzi 1AA084B4B3E749E...

Kris Paluzzi, Assistant Secretary

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)

Date: 2/9/2026 | 9:24 AM PST

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Company (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.
[2]Approval by Auditor-Controller is required.
[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Attachment B

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16805
Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to the Standard Agreement Multi-Year Agreement (MYA)*5965 between the County of Monterey and Quinn Company, dba Quinn Power Systems, for County generator preventative maintenance, repair and emergency work for Public Works, Facilities and Parks, to increase the not to exceed amount by $200,000, for a total not to exceed amount of $300,000;

PASSED AND ADOPTED on this 16th day of April 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew
NOES: None
ABSENT: Supervisor Adams

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 16, 2024.

Dated: April 24, 2024
File ID: A 24-136
Agenda Item No.: 55

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
QUINN COMPANY DBA QUINN POWER SYSTEMS

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Quinn Company, dba Quinn Power Systems, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, on August 30, 2021, CONTRACTOR entered into a Standard Agreement Multi-Year Agreement (MYA) *5965 with County (hereinafter, "Agreement") to provide preventative maintenance and emergency repairs on County generators (hereinafter "services") through and including August 14, 2026 for an amount not to exceed $100,000; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services under this Agreement; and

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount by $200,000 for a total not to exceed amount of $300,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows, effective upon the date of final execution of this Amendment No. 1 which is the last date opposite the respective signatures below:

1. Amend the second sentence of Section 2.0, "PAYMENT PROVISIONS," to read as follows:

   The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $300,000.00.

2. The following provisions are hereby incorporated into the Agreement:

   Consent to Use of Electronic Signatures: 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 Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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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.

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.

3. All other terms and conditions of the Agreement as amended by Amendment No. 1, including all Exhibits thereto, remain unchanged and in full force and effect.

4. This Amendment No. 1 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY
Debra R. Wilson, Contracts/Purchasing Officer

By: DocuSigned by: Tom Skinner 30E2300D718745F...
Name: Tom Skinner
Title: Contracts/Purchasing Supervisor
Date: 4/26/2024 | 4:42 PM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

By: DocuSigned by: Michael Whilden 0F98C5BE9B6F476...
Michael Whilden
Deputy County Counsel

Date: 3/18/2024 | 11:00 AM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz E79EF64E574F4F6...
Name: Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 3/18/2024 | 11:53 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

David Bolton, Risk Management
Date:

CONTRACTOR*

Quinn Company, dba Quinn Power Systems
Contractor's Business Name

By: Michelle Locke
(Signature of Chair, President or Vice President)

Its: Michelle Locke, Vice President
(Print Name and Title)

Date: 3/1/24

By: Kris Paluzzi
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Kris Paluzzi, Assistant Secretary
(Print Name and Title)

Date: 3/1/24

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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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:
Quinn Company dba Quinn Power Systems,
(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:

Preventative maintenance and emergency repairs on County of Monterey generators.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A,** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 15, 2021 **to** August 14, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B - Preventative Maintenance Schedule; Exhibit C - CSA Preventative Maintenance Level Descriptions; Exhibit D - CSA Equipment Inspection Checklist; and Exhibit E - CSA Labor Rate and Contact Information

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or

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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.

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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.

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.

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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:

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:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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14.0 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:**
Dalia M. Mariscal-Martinez Management Analyst III	Frank Dupree Jr. Customer Service Agreements Technical Quoter
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	3500 Shepherd Street City of Industry, California 90601
Address	Address
(831) 755-8966	(562) 463-4783
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.

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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; venue shall be Monterey County.

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.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
By: 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 8/30/2021 | 11:17 AM PDT

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

DocuSigned by:
By: Mary Grace Perry
A1933B26E717442...
County Counsel

Date: 8/24/2021 | 8:56 AM PDT

Approved as to Fiscal Provisions[2]

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Auditor/Controller

Date: 8/24/2021 | 10:36 AM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Quinn Company dba Quinn Power Systems
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

Henry Quan, EVP
Name and Title

Date: 8-23-2021

By: Mlocke
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Michelle Locke, CFO
Name and Title

Date: 8/23/2021

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Quinn Company dba Quinn Power Systems, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 Preventive Maintenance - Planned Maintenance Services (Preventive Maintenance) shall be performed on the equipment identified and as described in the Preventive Maintenance Schedule (see Exhibit B) and the Customer Service Agreement (CSA) PM Level Descriptions (see Exhibit C). Each preventive maintenance call shall be coordinated with County's Department of Public Works, Facilities, & Parks staff. Services identified as PMl in Exhibit B shall be performed annually and services identified as PM2 shall be performed annually. Upon completion of each service call, a summary of the preventive maintenance tasks completed shall be provided to County using the CSA Equipment Inspection Checklist as provided in Exhibit D.

A.1.2 Load Bank Testing - CONTRACTOR shall perform. a two (2) hour load bank test annually on County's present systems (see Exhibit B). All labor, parts, travel, and mileage charges are included in the Labor Charges (see Exhibit E).

A,1.3 Emergency Services - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel shall assess County site within four (4) hours of being notified. Emergency service shall be provided twenty-four (24) hours per day, seven (7) days a week, and 365 days a year. Labor rates for emergency services are included in Exhibit E. Cost of parts for emergency repairs will be billed to County upon completion of services.

A.2 CONTRACTOR shall produce inspection reports after completion of services and by no later annually. All inspection reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual.

Ronald R. Aunchman, Sr. Building Maintenance Supervisor
County of Monterey, Department of Public Works, Facilities, & Parks
855 East Laurel Drive, Building C
Salinas, California 93905
Email: aunchmanrr@co.monterey.ca.us

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$100,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. This not to exceed amount includes a reserve of $20,000 for emergency repair of items not listed in section A.1.3 above. CONTRACTOR's compensation for services listed as Emergency Services in this Agreement shall be based on the labor rates included in Exhibit E.

Note: All fees and costs stated herein shall include all applicable tax.

Any parts required to complete PM, repairs and emergency services will be billed at cost. Applicable tax rates may apply and will be invoiced as a separate line item.

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, project name and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.2.1 For services described as PM1 annual services in section A.1.1 above, CONTRACTOR shall bill County ***$7,233*** annually for labor. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.2 For services described as PM2 annual services in section A.1.1 above, CONTRACTOR shall bill County ***$18,371*** annually. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.3 For services described as Load Bank Testing annual services in section A.1.2 above, CONTRACTOR shall bill County ***$19,250*** annually. This represents the complete cost of the services including equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.4 Any additional work not included in this Agreement shall be approved in advance in writing by County and an amendment to this Agreement may be required before the additional work is started.

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B.2.5 Exhibit B is not intended to provide a complete list of County facilities at which the CONTRACTOR shall provide services. At any time, County may identify additional generators at additional County facilities. Upon County's written notice to CONTRACTOR, County may add additional generators to this Agreement. At such time, the parties shall agree to pricing for the additional generators. Costs for added additional generators shall come from the miscellaneous expenses budget not to exceed ***$35,146*** and included in this Agreement.

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EXHIBIT "C" PREVENTIVE MAINTENANCE SCHEDULE

QUINN POWER SYSTEMS | CAT

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 439503

EXHIBIT "C" Agreement # : 3309

Customer: **Co of Monterey Facilities**
Address: 1441 Schilling Pl. 2nd Floor
SALINAS CA 93901

Date: 7/1/2020
Phone No. 831-755-4991
Fax No.

Attention: **Ron Aunchman**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 1	PM LEVEL 2	LOADBANK	TOTAL
Monterey Courthouse					
Caterpillar D80-8, SN CN600150	LABOR:	$358.00	$748.00	$1,000.00	$2,441.00
#1: 1200 Aguajito Road, MONTEREY	EST. PARTS:	$30.00	$305.00		
Monterey Courthouse					
Lister TS3A, SN 3505788TS3A08	LABOR:	$358.00	$618.00	$550.00	$1,768.00
#2: 1200 Aguajito Road,MONTEREY	EST. PARTS:	$30.00	$212.00		
Juvenile Hall					
John Deere 6090HFG86, SN SGM32MVNN	LABOR:	$260.00	$585.00	$1,600.00	$2,838.00
#3: 1420 Natividad Rd.,MONTEREY	EST. PARTS:	$30.00	$363.00		
Monterey Courthouse-Salinas					
Caterpillar C15, SN FSE02938	LABOR:	$260.00	$650.00	$1,650.00	$2,998.00
#4: 240 Church St.,MONTEREY	EST. PARTS:	$30.00	$408.00		
Youth Center					
Caterpillar 3406, SN 4LM00605	LABOR:	$260.00	$585.00	$1,600.00	$2,776.00
#5: 855 E. Laurel Lane,MONTEREY	EST. PARTS:	$30.00	$301.00		
Fleet Mgmt. Gas Station					
Lister HL4, SN 3500441HL4A03	LABOR:	$260.00	$585.00	$650.00	$1,715.00
#6: 970 Circle Dr.,MONTEREY	EST. PARTS:	$30.00	$190.00		
Huckleberry Hill					
Kohler 12 RES, SN 36FGMGC0062	LABOR:	$358.00	$683.00	$550.00	$1,761.00
#7: Sunset Drive,MONTEREY	EST. PARTS:	$30.00	$140.00		
Mt. Toro-Upper					
Caterpillar DG60, SN T3700438	LABOR:	$358.00	$683.00	$700.00	$2,020.00
#8: Dorrance Ranch,MONTEREY	EST. PARTS:	$30.00	$249.00		
Emergency Services Bldg.					
Caterpillar 3406, SN KPS00989	LABOR:	$260.00	$555.00	$1,600.00	$2,745.00
#9: 1322 Natividad Rd.,MONTEREY	EST. PARTS:	$30.00	$300.00		
~~**Social Services Bldg.**~~					
~~Caterpillar 3406, SN 4RG01752~~	~~LABOR:~~	----	----	----	
~~#10: 713 La Guardia St.,MONTEREY~~	EST. PARTS:				
Animal Shelter					
John Deere 4045T, SN PE4045T15633	LABOR:	$260.00	$585.00		$1,080.00
#11: 160 Hitchcock Rd.,MONTEREY	EST. PARTS:	$30.00	$205.00	Fire Pump	
Government Admin					
Olympian D200P4, SN 163455/012	LABOR:	$260.00	$585.00	$1,550.00	$2,686.00
#12: 168 W. Alisal St.,MONTEREY	EST. PARTS:	$30.00	$261.00		
Health Dept.					
Caterpillar D125-6, SN E6M01094	LABOR:	$260.00	$585.00	$1,200.00	$2,325.00
#13: 1270 Natividad Rd.,Van Nuys	EST. PARTS:	$30.00	$250.00		
Co. of Monterey Laurel Yard					
Caterpillar C13, SN PW300162	LABOR:	$260.00	$585.00	$1,350.00	$2,578.00
#14: 855 E. Laurel Dr.,MONTEREY	EST. PARTS:	$30.00	$353.00		

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EXHIBIT B - PREVENTATIVE MAINTENANCE SCHEDULE

QUINN POWER SYSTEMS | CAT

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 439503

EXHIBIT "C" Agreement # : 3309

Customer: **Co of Monterey Facilities**
Address: 1441 Schilling Pl. 2nd Floor
SALINAS CA 93901

Date: 7/1/2020
Phone No. 831-755-4991
Fax No.

Attention: **Ron Aunchman**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 1	PM LEVEL 2	LOADBANK		TOTAL
Engine Description		PM LEVEL 1	**PM LEVEL 2**	**LOADBANK**		
Lewis Road Radio Tower						
Generac SG035, SN 10012630	LABOR:	$358.00	$553.00	$650.00		$1,737.00
#15: 1010 Lewis Road,MONTEREY	EST. PARTS:	$30.00	$146.00			
Marina Coast Water District						
Generac SD0050, SN 3000172166	LABOR:	$358.00	$964.00	$750.00		$2,315.00
#16: Marina Coast,MONTEREY	EST. PARTS:	$30.00	$213.00			
Pebble Beach Corp. Yard-Radio Tower						
Genrac SD0050, SN 3000172165	LABOR:	$358.00	$683.00	$750.00		$2,034.00
#17: 4005 Sunridge Road,Pebble Beach	EST. PARTS:	$30.00	$213.00			
Mt. Toro-Lower						
Kohler GM28726GA1, SN 2099480	LABOR:	$358.00	$683.00	$650.00		$1,856.00
#18: Dorrance Ranch,Salinas	EST. PARTS:	$30.00	$135.00			
King City Radio Tower						
Kohler 4P3134926, SN 2103485	LABOR:	$423.00	$748.00	$650.00		$1,989.00
#19: 522 N. 2nd Street,King City	EST. PARTS:	$30.00	$138.00			
CID Building						
Kohler GM69415-GA1, SN 2290664	LABOR:	$358.00	$683.00	$650.00		$1,909.00
#20: 2620 First Ave.,Marina	EST. PARTS:	$30.00	$188.00			
Laguna Seca-Radio Tower						
Generac SG035, SN 8428333	LABOR:	$358.00	$683.00	$650.00		$1,855.00
#21: 1025 Monterey Hwy 68,Salinas	EST. PARTS:	$30.00	$134.00			
Behavioral Health Bldg.						
Kohler 15REYG, SN SGM322P8N	LABOR:	$260.00	$455.00	$500.00		$1,428.00
#22: 298th 12th Street,Marina	EST. PARTS:	$30.00	$183.00			

Note: Parts are estimated at time of quote and price may be subject to change at time of service.

		$7,233.00	**$18,371.00**	**$19,250.00**		**$44,854.00**

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QUINN POWER SYSTEMS

CSA PM LEVEL DESCRIPTIONS

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax

Customer # : 439503

EXHIBIT "A"

Agreement # : 3309

PM Level 1 Multi Point Inspection <-----COVERED

* Comprehensive detailed inspection of units is performed.
* Check/Adjust all fluid levels and pressures for correct operation.
* Check and inspect air cleaner restriction gauge and air filter element.
* Check primary source fuel tank for water with water finding paste.
* Check Day tank, Fuel tank, Fuel line fittings for leaks.
* Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.
* Check ir voltages, charging rates, fluids, and specific gravities / ICV's.
* Engine cranking Batteries will be tested under start up load for voltage drop.
* Block Heater elements and inlet/outlet t-stats are checked for proper output and operation.
* Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.
* Check Turbo Charger rotation / end play if so equipped.
* Check generator brushes for proper tension/setting as equipped.
* Check and document Control Panel instruments for proper operation and values.
* Grease bearings, fan shafts, linkages, and equipment fittings as required.
* Hot oil sample taken and submitted for analysis.
* Test safety alarms and contacts.
* Run unit under load for up to 15 minutes when authorized by site authority.
* Submit report to customer.

PM Level 2 Annual Service-Major w/ Multi Point Inspection <--COVERED

* All items from PM Level 1 are performed, PLUS
* Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Optional Air Filter cost = Additional Cost
* Submit report to customer.

PM Level 3 Cooling System Service

* Drain, contain and dispose of waste coolant.
* Flush cooling system with fresh water.
* Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended).
* Replaced the radiator pressure cap(s)
* Replaced the engine thermostat(s) and associated gasket(s).
* Replaced the engine fan belt(s) and alternator drive belt(s).
* Refill system with proper amount of glycol antifreeze and conditioners.
* Rod and clean oil cooler or heat exchanger as equipped (if required).
* Test run unit to operating temperature, under load when authorized by site personnel.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Level 4 Minor Inspection

* Perform general walk around inspection of unit.
* Fluid levels are spot checked for correct operating range.
* Inspect air filter element.
* Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.
* Coolant hoses inspected for brittleness, leaks, cracks, and weakness.
* Engine cranking batteries will be tested under start up load for voltage drop.
* Jacket water heater element and inlet/outlet t-stats are checked for proper operation.
* Engine drive belts inspected for proper tension and condition.
* Control panel instruments checked for proper operation.
* Unit is run for 10 minutes, under no load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Hourly Service per Unit Run Hours

* PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.

PM LB Load Bank Testing <-----COVERED

* Connect resistive load bank as applicable to generator.
* Run Test with requested load for 2 hours test duration
* Record readings and provide recommendations if needed.
* Disconnect load bank from unit.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Megohmmeter Generator Electrical Winding Test

* This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation.
* Perform megohmmeter test on generator winding and measure winding insulation resistance.
* Submit report to customer.

PM ATS Automatic Transfer Switch Service

* De-energize the transfer switch, when possible.
* Clean unit of dust and dirt accumulations.
* Clean open-type relays of dust/grease or oil.
* Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages.
* Inspect for loose, broken or badly worn parts.
* Check terminal lugs and trip units for tightness / signs of overheating.
* Check main current carrying contacts for arching, pitting, and discoloration. Clean main contacts if needed, check and re-tighten if needed.
* Check manual switches for free movement and contact continuity.
* Check and adjust relay finger contacts if needed.
* Lubricate all components for proper operation as needed.
* Check plug connections, if equipped.
* Check door closure, locking bars and handle mechanism for proper operation.
* Check exercise timer if equipped.
* Perform transfer test of ATS under load when authorized by site personnel.
* Check all components/timers for proper operation and sequencing.
* Check main power connections for heat build-up with infra-red gun or provide PM Infra-Red scan.
* Timers reset to customer specifications and placed in automatic mode.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Battery Battery Replacement

* Engine cranking batteries are removed and replaced.
* Engine cranking batteries will be tested under start up load for voltage drop.
* ir disposal is provided.
* Test run unit without load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM IR Infra-Red Thermography Inspection

* Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized.

Inspection consist of:

* Set-up of Thermo graphic Imaging Infra-Red camera.
* Conduct infre-red scanning inspection.
* High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program.
* Submit report to customer after technical review has been completed.

PM SWG Switchgear Service

* Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems.
* Submit report to customer.

PM UPS UPS Service

* Services include manufacturer recommended equipment service & inspection for ir and rotary type systems
* Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized.
* All services are performed only as unit is equipped and as our technician is authorized.
* Submit report to customer.

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EXHIBIT D - CSA EQUIPMENT INSPECTION CHECKLIST

QUINN POWER SYSTEMS

3500 Shepherd Street, City of Industry, CA 90601

INSPECTION REPORT

Date:	1/0/00	Job No.:	0
Tech ID:	8186	Job Type:	0
Name:	Sample Test - (562) 463-6051		
Store:	37		(562) 463-6051

Customer Information

Account #: 0 Agreement #: 0

Site Name:	SAMPLE INSPECTION	City:	0	Contact Name:	0
Address:	0	Zip:	0	Phone No.:	0

Equipment Information

GENERATOR

Engine Make:	0	Generator Make:	0	Meter Hour:	0	Phase:	0
Engine Model:	0	Generator Model:	0	Electric Hour:	0	Amps:	0
Engine Serial #:	0	Generator Serial #:	0	kW Hour:	0	Hertz:	0
Engine Spec #:	0	Generator Rated kW:	0	Volt AC:	0	kVA:	0

Pre-Inspection Checklist		Generator Checks	
Obtain Authorization and Access		Check Exiter and Regulator connections	
Is Transfer Test Performance Authorized by Customer?		Check Brushes and Slip Rings	
Generator Breaker Found		Check Generator Bearings and lubricate as needed	
Control Panel Found		Check ATS for cleaniness and Sign of Arcing	
Engine Checks		**Charger Output and Battery Condition**	
Check Engine Oil Level		Check Battery Cables and tighten all Lugs	
Check Coolant Level		Check Battery Acid level and fill if required	
Check operation of Block Heater / Temp F		Clean Battery Top and apply Battery Post Applicators	
Check Radiator / Expansion Tank Cap		Check Battery Charger output	
Check for Oil leaks		Type: / Grp/Part#:	
Check for Coolant leaks		Date: / Quantity:	
Check for Fuel leaks		Battery # 1 / Voltage drop @ Startup	
Check Turbocharger rotation and end play		vDC / Amp / Startup	
Check Governor response		Cell 1 vDC / Cell 2 vDC / Cell 3 vDC / Cell 4 vDC / Cell 5 vDC / Cell 6 vDC	
Check Governor Linkage and lubricate as needed			
Check all Hoses for brittleness, cracks, weakness		Battery # 2 / Voltage drop @ Startup	
Check and tighten all Hose Clamps		vDC / Amp / Startup	
Check Radiator Fins for debris		Cell 1 vDC / Cell 2 vDC / Cell 3 vDC / Cell 4 vDC / Cell 5 vDC / Cell 6 vDC	
Check Fan Drive Assembly and lubricate as needed			
Check all Belts for cracks and adjust if required		**Safety Systems Checks**	
Check Daytank with Water Finding Paste		High Water Temperature	
Check Daytank operation		Low Oil Pressure	
Inspect Air Filter Element, Seals and Piping		Low Fuel Level	
Inspect Air Inlet System for damage/loose connection		Over Crank	
Is there evidence of Wetstacking?		Over Speed	
Spark Ignited Engines		**After Shutdown Checks**	
Check Distributor Cap and Rotor		Take Fluid Samples ☐ Oil Sample ☐ Coolant Sample ☐ Fuel Sample	
Check Ignition Point gap and adjust if required		Generator Breaker Left	
Check Plug Wires for brittleness and corrosion		Control Panel Left	
Check Spark Plugs gap		Battery Charger is on and working correctly	
Check Ignition Timing and adjust if needed		Block Heater is on and working correctly	
Check Air-Fuel ratio and adjust if needed		**Additional Recommended Service(s)**	
Check Carburator Linkage and adjust if required		ATS Service Recommended?	
Engine Speed RPM / Oil Pressure PSI		Loadbank Test Recommended?	
Coolant Temp F / Fuel Pressure PSI		Cooling Systems Service Recommended?	
Coolant Protection F / Alt Charge Rate vDC		Engine Starting Battery Replacement Recommended?	
Coolant Ph / DC Amps		Fuel Polishing Service Recommended?	

Comments:

Customer Signature: _____ Technician Signature: _____

Print Name: _____ Customer Phone #: _____

1701

SAMPLE

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QUINN POWER SYSTEMS | CAT

Customer Support Agreement Contact Info

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7151 Fax
EXHIBIT "B"

EMERGENCY NUMBERS

SALINAS BRANCH
1300 Abbott Street, Salinas, CA 93901

Quinn Power Systems will provide "On Call" emergency service 24 hours per day, 7 days a week with a response time of 4 hours or less.

For regular or emergency service, please call the following numbers:

During normal working hours (7:00AM to 05:00PM Monday – Friday) call:

Customer Service		**(800) 789-9774**
Sales Representative	**Geoffrey Matlock**	**(661) 391-3536**
Service Manager	**Brian Bennett**	**(559) 891-5445**
CSA Coordinator	**Michelle Salinas**	**(562) 463-6037**
After hours, Saturdays, Sundays and holidays, call		**(831) 758-8461**

CONTRACT CUSTOMER LABOR RATES ARE AS FOLLOWS:

	CONTRACT RATE	STANDARD RATE	
Standard rate: **(7:00AM to 03:30PM**	**$130.00**	$175.00	**per hour – Shop**
Monday through Friday excluding Holidays)	**$130.00**	$175.00	**per hour – Field**
Overtime rate **: (after 03:30PM and**	**$195.00**	$262.50	**per hour – Shop**
Saturdays/Holidays)	**$195.00**	$262.50	**per hour – Field**
Premium time **: (over 12 hours per**	**$260.00**	$350.00	**per hour – Shop**
day or Sunday)	**$260.00**	$350.00	**per hour – Field**

Travel (truck charges) **Travel Time @ Hourly Rate**

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit B of this Agreement. The above discounted labor rates will remain in effect until annual addendum review or upon termination of this Agreement.

Attachment C

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Quinn Company dba Quinn Power Systems ,
(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:

Preventative maintenance and emergency repairs on County of Monterey generators.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A,** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:$ 100,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 15, 2021 **to** August 14, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B - Preventative Maintenance Schedule; Exhibit C - CSA Preventative Maintenance Level Descriptions; Exhibit D - CSA Equipment Inspection Checklist; and Exhibit E - CSA Labor Rate and Contact Information

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or

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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.

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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.

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.

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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:

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:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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14.0 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:**
Dalia M. Mariscal-Martinez Management Analyst III	Frank Dupree Jr. Customer Service Agreements Technical Quoter
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	3500 Shepherd Street City of Industry, California 90601
Address	Address
(831) 755-8966	(562) 463-4783
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.

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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; venue shall be Monterey County.

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.

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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: 7B741937AA0D41B... Contracts/Purchasing Officer

Date: 8/30/2021 | 11:17 AM PDT

By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Mary Grace Perry A1933B26E717442... County Counsel

Date: 8/24/2021 | 8:56 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney D3834BFEC1D8449... Auditor/Controller

Date: 8/24/2021 | 10:36 AM PDT

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

CONTRACTOR

Quinn Company dba Quinn Power Systems
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President) *

Henry Quan, EVP
Name and Title

Date: 8-23-2021

By: Mlocke
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Michelle Locke, CFO
Name and Title

Date: 8/23/2021

County Board of Supervisors' Agreement Number:_____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Quinn Company dba Quinn Power Systems, hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 Preventive Maintenance - Planned Maintenance Services (Preventive Maintenance) shall be performed on the equipment identified and as described in the Preventive Maintenance Schedule (see Exhibit B) and the Customer Service Agreement (CSA) PM Level Descriptions (see Exhibit C). Each preventive maintenance call shall be coordinated with County's Department of Public Works, Facilities, & Parks staff. Services identified as PMl in Exhibit B shall be performed annually and services identified as PM2 shall be performed annually. Upon completion of each service call, a summary of the preventive maintenance tasks completed shall be provided to County using the CSA Equipment Inspection Checklist as provided in Exhibit D.

A.1.2 Load Bank Testing - CONTRACTOR shall perform. a two (2) hour load bank test annually on County's present systems (see Exhibit B). All labor, parts, travel, and mileage charges are included in the Labor Charges (see Exhibit E).

A,1.3 Emergency Services - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, CONTRACTOR personnel shall assess County site within four (4) hours of being notified. Emergency service shall be provided twenty-four (24) hours per day, seven (7) days a week, and 365 days a year. Labor rates for emergency services are included in Exhibit E. Cost of parts for emergency repairs will be billed to County upon completion of services.

A.2 CONTRACTOR shall produce inspection reports after completion of services and by no later annually. All inspection reports required under this Agreement shall be delivered electronically and in hardcopy to the following individual.

Ronald R. Aunchman, Sr. Building Maintenance Supervisor
County of Monterey, Department of Public Works, Facilities, & Parks
855 East Laurel Drive, Building C
Salinas, California 93905
Email: aunchmanrr@co.monterey.ca.us

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$100,000**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. This not to exceed amount includes a reserve of $20,000 for emergency repair of items not listed in section A.1.3 above. CONTRACTOR's compensation for services listed as Emergency Services in this Agreement shall be based on the labor rates included in Exhibit E.

Note: All fees and costs stated herein shall include all applicable tax.

Any parts required to complete PM, repairs and emergency services will be billed at cost. Applicable tax rates may apply and will be invoiced as a separate line item.

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars ($1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFP may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
http://www.dir.ca.gov/public-works/prevailing-wage.html

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, project name and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

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County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.2.1 For services described as PM1 annual services in section A.1.1 above, CONTRACTOR shall bill County ***$7,233*** annually for labor. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.2 For services described as PM2 annual services in section A.1.1 above, CONTRACTOR shall bill County ***$18,371*** annually. In addition to this cost, the associated cost of parts will be added. This represents the complete cost of the services including any equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.3 For services described as Load Bank Testing annual services in section A.1.2 above, CONTRACTOR shall bill County ***$19,250*** annually. This represents the complete cost of the services including equipment, labor, supervision, fuel, disposal, and other incidentals.

B.2.4 Any additional work not included in this Agreement shall be approved in advance in writing by County and an amendment to this Agreement may be required before the additional work is started.

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B.2.5 Exhibit B is not intended to provide a complete list of County facilities at which the CONTRACTOR shall provide services. At any time, County may identify additional generators at additional County facilities. Upon County's written notice to CONTRACTOR, County may add additional generators to this Agreement. At such time, the parties shall agree to pricing for the additional generators. Costs for added additional generators shall come from the miscellaneous expenses budget not to exceed ***$35,146*** and included in this Agreement.

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EXHIBIT "C" PREVENTIVE MAINTENANCE SCHEDULE

QUINN POWER SYSTEMS | CAT

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 439503

EXHIBIT "C" Agreement # : 3309

Customer: **Co of Monterey Facilities**
Address: 1441 Schilling Pl. 2nd Floor
SALINAS CA 93901

Date: 7/1/2020
Phone No. 831-755-4991
Fax No.

Attention: **Ron Aunchman**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 1	PM LEVEL 2	LOADBANK	TOTAL
Monterey Courthouse					
Caterpillar D80-8, SN CN600150	LABOR:	$358.00	$748.00	$1,000.00	$2,441.00
#1: 1200 Aguajito Road, MONTEREY	EST. PARTS:	$30.00	$305.00		
Monterey Courthouse					
Lister TS3A, SN 3505788TS3A08	LABOR:	$358.00	$618.00	$550.00	$1,768.00
#2: 1200 Aguajito Road,MONTEREY	EST. PARTS:	$30.00	$212.00		
Juvenile Hall					
John Deere 6090HFG86, SN SGM32MVNN	LABOR:	$260.00	$585.00	$1,600.00	$2,838.00
#3: 1420 Natividad Rd.,MONTEREY	EST. PARTS:	$30.00	$363.00		
Monterey Courthouse-Salinas					
Caterpillar C15, SN FSE02938	LABOR:	$260.00	$650.00	$1,650.00	$2,998.00
#4: 240 Church St.,MONTEREY	EST. PARTS:	$30.00	$408.00		
Youth Center					
Caterpillar 3406, SN 4LM00605	LABOR:	$260.00	$585.00	$1,600.00	$2,776.00
#5: 855 E. Laurel Lane,MONTEREY	EST. PARTS:	$30.00	$301.00		
Fleet Mgmt. Gas Station					
Lister HL4, SN 3500441HL4A03	LABOR:	$260.00	$585.00	$650.00	$1,715.00
#6: 970 Circle Dr.,MONTEREY	EST. PARTS:	$30.00	$190.00		
Huckleberry Hill					
Kohler 12 RES, SN 36FGMGC0062	LABOR:	$358.00	$683.00	$550.00	$1,761.00
#7: Sunset Drive,MONTEREY	EST. PARTS:	$30.00	$140.00		
Mt. Toro-Upper					
Caterpillar DG60, SN T3700438	LABOR:	$358.00	$683.00	$700.00	$2,020.00
#8: Dorrance Ranch,MONTEREY	EST. PARTS:	$30.00	$249.00		
Emergency Services Bldg.					
Caterpillar 3406, SN KPS00989	LABOR:	$260.00	$555.00	$1,600.00	$2,745.00
#9: 1322 Natividad Rd.,MONTEREY	EST. PARTS:	$30.00	$300.00		
~~**Social Services Bldg.**~~					
~~Caterpillar 3406, SN 4RG01752~~	~~LABOR:~~	----	----	----	
~~#10: 713 La Guardia St.,MONTEREY~~	EST. PARTS:				
Animal Shelter					
John Deere 4045T, SN PE4045T15633	LABOR:	$260.00	$585.00		$1,080.00
#11: 160 Hitchcock Rd.,MONTEREY	EST. PARTS:	$30.00	$205.00	Fire Pump	
Government Admin					
Olympian D200P4, SN 163455/012	LABOR:	$260.00	$585.00	$1,550.00	$2,686.00
#12: 168 W. Alisal St.,MONTEREY	EST. PARTS:	$30.00	$261.00		
Health Dept.					
Caterpillar D125-6, SN E6M01094	LABOR:	$260.00	$585.00	$1,200.00	$2,325.00
#13: 1270 Natividad Rd.,Van Nuys	EST. PARTS:	$30.00	$250.00		
Co. of Monterey Laurel Yard					
Caterpillar C13, SN PW300162	LABOR:	$260.00	$585.00	$1,350.00	$2,578.00
#14: 855 E. Laurel Dr.,MONTEREY	EST. PARTS:	$30.00	$353.00		

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EXHIBIT B - PREVENTATIVE MAINTENANCE SCHEDULE

QUINN POWER SYSTEMS | CAT

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 439503

EXHIBIT "C" Agreement # : 3309

Customer: **Co of Monterey Facilities**
Address: 1441 Schilling Pl. 2nd Floor
SALINAS CA 93901

Date: 7/1/2020
Phone No. 831-755-4991
Fax No.

Attention: **Ron Aunchman**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 1	PM LEVEL 2	LOADBANK		TOTAL
Engine Description		PM LEVEL 1	**PM LEVEL 2**	**LOADBANK**		
Lewis Road Radio Tower						
Generac SG035, SN 10012630	LABOR:	$358.00	$553.00	$650.00		$1,737.00
#15: 1010 Lewis Road,MONTEREY	EST. PARTS:	$30.00	$146.00			
Marina Coast Water District						
Generac SD0050, SN 3000172166	LABOR:	$358.00	$964.00	$750.00		$2,315.00
#16: Marina Coast,MONTEREY	EST. PARTS:	$30.00	$213.00			
Pebble Beach Corp. Yard-Radio Tower						
Genrac SD0050, SN 3000172165	LABOR:	$358.00	$683.00	$750.00		$2,034.00
#17: 4005 Sunridge Road,Pebble Beach	EST. PARTS:	$30.00	$213.00			
Mt. Toro-Lower						
Kohler GM28726GA1, SN 2099480	LABOR:	$358.00	$683.00	$650.00		$1,856.00
#18: Dorrance Ranch,Salinas	EST. PARTS:	$30.00	$135.00			
King City Radio Tower						
Kohler 4P3134926, SN 2103485	LABOR:	$423.00	$748.00	$650.00		$1,989.00
#19: 522 N. 2nd Street,King City	EST. PARTS:	$30.00	$138.00			
CID Building						
Kohler GM69415-GA1, SN 2290664	LABOR:	$358.00	$683.00	$650.00		$1,909.00
#20: 2620 First Ave.,Marina	EST. PARTS:	$30.00	$188.00			
Laguna Seca-Radio Tower						
Generac SG035, SN 8428333	LABOR:	$358.00	$683.00	$650.00		$1,855.00
#21: 1025 Monterey Hwy 68,Salinas	EST. PARTS:	$30.00	$134.00			
Behavioral Health Bldg.						
Kohler 15REYG, SN SGM322P8N	LABOR:	$260.00	$455.00	$500.00		$1,428.00
#22: 298th 12th Street,Marina	EST. PARTS:	$30.00	$183.00			

Note: Parts are estimated at time of quote and price may be subject to change at time of service.

		$7,233.00	**$18,371.00**	**$19,250.00**		**$44,854.00**

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QUINN POWER SYSTEMS

CSA PM LEVEL DESCRIPTIONS

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax
Customer # : 439503
EXHIBIT "A"
Agreement # : 3309

PM Level 1 Multi Point Inspection <-----COVERED

* Comprehensive detailed inspection of units is performed.
* Check/Adjust all fluid levels and pressures for correct operation.
* Check and inspect air cleaner restriction gauge and air filter element.
* Check primary source fuel tank for water with water finding paste.
* Check Day tank, Fuel tank, Fuel line fittings for leaks.
* Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.
* Check ir voltages, charging rates, fluids, and specific gravities / ICV's.
* Engine cranking Batteries will be tested under start up load for voltage drop.
* Block Heater elements and inlet/outlet t-stats are checked for proper output and operation.
* Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.
* Check Turbo Charger rotation / end play if so equipped.
* Check generator brushes for proper tension/setting as equipped.
* Check and document Control Panel instruments for proper operation and values.
* Grease bearings, fan shafts, linkages, and equipment fittings as required.
* Hot oil sample taken and submitted for analysis.
* Test safety alarms and contacts.
* Run unit under load for up to 15 minutes when authorized by site authority.
* Submit report to customer.

PM Level 2 Annual Service-Major w/ Multi Point Inspection <--COVERED

* All items from PM Level 1 are performed, PLUS
* Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Optional Air Filter cost = Additional Cost
* Submit report to customer.

PM Level 3 Cooling System Service

* Drain, contain and dispose of waste coolant.
* Flush cooling system with fresh water.
* Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended).
* Replaced the radiator pressure cap(s)
* Replaced the engine thermostat(s) and associated gasket(s).
* Replaced the engine fan belt(s) and alternator drive belt(s).
* Refill system with proper amount of glycol antifreeze and conditioners.
* Rod and clean oil cooler or heat exchanger as equipped (if required).
* Test run unit to operating temperature, under load when authorized by site personnel.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Level 4 Minor Inspection

* Perform general walk around inspection of unit.
* Fluid levels are spot checked for correct operating range.
* Inspect air filter element.
* Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.
* Coolant hoses inspected for brittleness, leaks, cracks, and weakness.
* Engine cranking batteries will be tested under start up load for voltage drop.
* Jacket water heater element and inlet/outlet t-stats are checked for proper operation.
* Engine drive belts inspected for proper tension and condition.
* Control panel instruments checked for proper operation.
* Unit is run for 10 minutes, under no load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Hourly Service per Unit Run Hours

* PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.

PM LB Load Bank Testing <-----COVERED

* Connect resistive load bank as applicable to generator.
* Run Test with requested load for 2 hours test duration
* Record readings and provide recommendations if needed.
* Disconnect load bank from unit.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Megohmmeter Generator Electrical Winding Test

* This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation.
* Perform megohmmeter test on generator winding and measure winding insulation resistance.
* Submit report to customer.

PM ATS Automatic Transfer Switch Service

* De-energize the transfer switch, when possible.
* Clean unit of dust and dirt accumulations.
* Clean open-type relays of dust/grease or oil.
* Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages.
* Inspect for loose, broken or badly worn parts.
* Check terminal lugs and trip units for tightness / signs of overheating.
* Check main current carrying contacts for arching, pitting, and discoloration. Clean main contacts if needed, check and re-tighten if needed.
* Check manual switches for free movement and contact continuity.
* Check and adjust relay finger contacts if needed.
* Lubricate all components for proper operation as needed.
* Check plug connections, if equipped.
* Check door closure, locking bars and handle mechanism for proper operation.
* Check exercise timer if equipped.
* Perform transfer test of ATS under load when authorized by site personnel.
* Check all components/timers for proper operation and sequencing.
* Check main power connections for heat build-up with infra-red gun or provide PM Infra-Red scan.
* Timers reset to customer specifications and placed in automatic mode.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Battery Battery Replacement

* Engine cranking batteries are removed and replaced.
* Engine cranking batteries will be tested under start up load for voltage drop.
* ir disposal is provided.
* Test run unit without load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM IR Infra-Red Thermography Inspection

* Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized.

Inspection consist of:

* Set-up of Thermo graphic Imaging Infra-Red camera.
* Conduct infre-red scanning inspection.
* High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program.
* Submit report to customer after technical review has been completed.

PM SWG Switchgear Service

* Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems.
* Submit report to customer.

PM UPS UPS Service

* Services include manufacturer recommended equipment service & inspection for ir and rotary type systems
* Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized.
* All services are performed only as unit is equipped and as our technician is authorized.
* Submit report to customer.

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EXHIBIT D - CSA EQUIPMENT INSPECTION CHECKLIST

QUINN POWER SYSTEMS

3500 Shepherd Street, City of Industry, CA 90601

INSPECTION REPORT

Date:	1/0/00	Job No.:	0
Tech ID:	8186	Job Type:	0
Name:	Sample Test - (562) 463-6051		
Store:	37		(562) 463-6051

Customer Information

Account #: 0 Agreement #: 0

Site Name:	SAMPLE INSPECTION	City:	0	Contact Name:	0
Address:	0	Zip:	0	Phone No.:	0

Equipment Information

GENERATOR

Engine Make:	0	Generator Make:	0	Meter Hour:	0	Phase:	0
Engine Model:	0	Generator Model:	0	Electric Hour:	0	Amps:	0
Engine Serial #:	0	Generator Serial #:	0	kW Hour:	0	Hertz:	0
Engine Spec #:	0	Generator Rated kW:	0	Volt AC:	0	kVA:	0

Pre-Inspection Checklist		Generator Checks	
Obtain Authorization and Access		Check Exiter and Regulator connections	
Is Transfer Test Performance Authorized by Customer?		Check Brushes and Slip Rings	
Generator Breaker Found		Check Generator Bearings and lubricate as needed	
Control Panel Found		Check ATS for cleaniness and Sign of Arcing	
Engine Checks		**Charger Output and Battery Condition**	
Check Engine Oil Level		Check Battery Cables and tighten all Lugs	
Check Coolant Level		Check Battery Acid level and fill if required	
Check operation of Block Heater / Temp F		Clean Battery Top and apply Battery Post Applicators	
Check Radiator / Expansion Tank Cap		Check Battery Charger output	
Check for Oil leaks		Type: / Grp/Part#:	
Check for Coolant leaks		Date: / Quantity:	
Check for Fuel leaks		Battery # 1 / Voltage drop @ Startup	
Check Turbocharger rotation and end play		vDC / Amp / Startup	
Check Governor response		Cell 1 vDC / Cell 2 vDC / Cell 3 vDC / Cell 4 vDC / Cell 5 vDC / Cell 6 vDC	
Check Governor Linkage and lubricate as needed			
Check all Hoses for brittleness, cracks, weakness		Battery # 2 / Voltage drop @ Startup	
Check and tighten all Hose Clamps		vDC / Amp / Startup	
Check Radiator Fins for debris		Cell 1 vDC / Cell 2 vDC / Cell 3 vDC / Cell 4 vDC / Cell 5 vDC / Cell 6 vDC	
Check Fan Drive Assembly and lubricate as needed			
Check all Belts for cracks and adjust if required		**Safety Systems Checks**	
Check Daytank with Water Finding Paste		High Water Temperature	
Check Daytank operation		Low Oil Pressure	
Inspect Air Filter Element, Seals and Piping		Low Fuel Level	
Inspect Air Inlet System for damage/loose connection		Over Crank	
Is there evidence of Wetstacking?		Over Speed	
Spark Ignited Engines		**After Shutdown Checks**	
Check Distributor Cap and Rotor		Take Fluid Samples ☐ Oil Sample ☐ Coolant Sample ☐ Fuel Sample	
Check Ignition Point gap and adjust if required		Generator Breaker Left	
Check Plug Wires for brittleness and corrosion		Control Panel Left	
Check Spark Plugs gap		Battery Charger is on and working correctly	
Check Ignition Timing and adjust if needed		Block Heater is on and working correctly	
Check Air-Fuel ratio and adjust if needed		**Additional Recommended Service(s)**	
Check Carburator Linkage and adjust if required		ATS Service Recommended?	
Engine Speed RPM / Oil Pressure PSI		Loadbank Test Recommended?	
Coolant Temp F / Fuel Pressure PSI		Cooling Systems Service Recommended?	
Coolant Protection F / Alt Charge Rate vDC		Engine Starting Battery Replacement Recommended?	
Coolant Ph / DC Amps		Fuel Polishing Service Recommended?	

Comments:

Customer Signature: _____ Technician Signature: _____

Print Name: _____ Customer Phone #: _____

1722

SAMPLE

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QUINN POWER SYSTEMS | CAT

Customer Support Agreement Contact Info

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7151 Fax
EXHIBIT "B"

EMERGENCY NUMBERS

SALINAS BRANCH
1300 Abbott Street, Salinas, CA 93901

Quinn Power Systems will provide "On Call" emergency service 24 hours per day, 7 days a week with a response time of 4 hours or less.

For regular or emergency service, please call the following numbers:

During normal working hours (7:00AM to 05:00PM Monday – Friday) call:

Customer Service		**(800) 789-9774**
Sales Representative	**Geoffrey Matlock**	**(661) 391-3536**
Service Manager	**Brian Bennett**	**(559) 891-5445**
CSA Coordinator	**Michelle Salinas**	**(562) 463-6037**
After hours, Saturdays, Sundays and holidays, call		**(831) 758-8461**

CONTRACT CUSTOMER LABOR RATES ARE AS FOLLOWS:

	CONTRACT RATE	STANDARD RATE	
Standard rate: **(7:00AM to 03:30PM**	**$130.00**	$175.00	**per hour – Shop**
Monday through Friday excluding Holidays)	**$130.00**	$175.00	**per hour – Field**
Overtime rate **: (after 03:30PM and**	**$195.00**	$262.50	**per hour – Shop**
Saturdays/Holidays)	**$195.00**	$262.50	**per hour – Field**
Premium time **: (over 12 hours per**	**$260.00**	$350.00	**per hour – Shop**
day or Sunday)	**$260.00**	$350.00	**per hour – Field**

Travel (truck charges) **Travel Time @ Hourly Rate**

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit B of this Agreement. The above discounted labor rates will remain in effect until annual addendum review or upon termination of this Agreement.

Attachment D

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ATTACHMENT D
SUMMARY OF STANDARD AGREEMENTS
ANNUAL EXPENDITURES AND BALANCE

Quinn Company, dba Quinn Power Systems
(Multi-Year Agreement No. *5965)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2021 - 2022 (SA Start Date 08/15/21)	$100,000		$9,524	$90,476
FY 2022 – 2023	$90,476	$0	$72,384	$18,092
FY 2023 – 2024	$18,092	$200,000	$37,117	$180,975
FY 2024 - 2025	$180,975	$0	$43,130	$137,845
FY 2025 - 2026	$137,845	$50,000	$36,731 (as of 1/20/26)	$101,114
Total	**N/A**	**$250,000 (Pending BOS Approval)**	**$198,886 (through 1/20/26)**	**N/A**

Note: Amounts have been rounded to the nearest dollar.

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RENEWAL AND AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & Community Initiatives

THIS AMENDMENT is made to the STANDARD AGREEMENT for the formation of a climate community coalition and co-design of a development plan for the Pajaro Community by and between **Community Initiatives,** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into an AGREEMENT for the term of July 1, 2023 to June 30, 2025;

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and,

WHEREAS, the County and CONTRACTOR mutually desire to reinstate the AGREEMENT, extending the term for an additional 18- month period, with an effective date retroactive to June 30, 2025 through December 31, 2026.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from July 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement", **and replacing it with "**The term of this Agreement is from July 1, 2023 to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement".

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this AMENDMENT 1 shall be attached to the original AGREEMENT respectively.

This space left blank intentionally

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Deputy Auditor/Controller

Dated: 3/6/2026 | 8:06 AM PST

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:
Michael Whilden
2C6F38174D4940D...

County Counsel

Dated: 3/5/2026 | 4:35 PM PST

CONTRACTOR

By: Signed by:
Kafi Blumenfield
A94F4A71313F45A...

Signature of Chair, President, or Vice-President

Kafi Blumenfield, Interim CEO

Printed Name and Title

Dated: 3/5/2026

By: DocuSigned by:
Mamie Funahashi
A70E81C8AAA54FD...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mamie Funahashi, CFO

Printed Name and Title

Dated: 3/4/2026

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Community Initiatives

(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: CONTRACTOR will form a climate community coalition (CCC) and co-design a development plan for Pajaro community The project focus will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $ $291,063.97

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 7/1/2023 **to** 6/30/2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cora Panturad, Sustainable Infrastructure Analyst	Kelly ErnstFriedman, Client Services Manager
Name and Title	Name and Title
168 W. Alisal St. Salinas, CA 93901	1000 Broadway, Suite #480 Oakland, CA 94607
Address	Address
Phone: 831.755.5338	Phone: 415.230.7724
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson
Contracts/Purchasing Officer

Date: 9/11/2023 | 10:51 AM PDT

By: DocuSigned by: Nick Chiulos
Department Head (if applicable)

Date: 9/11/2023 | 10:24 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Eben Strong
County Counsel

Date: 9/11/2023 | 8:28 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth
Auditor/Controller

Date: 9/11/2023 | 9:49 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: DocuSigned by:
Risk Management

Date: 9/11/2023 | 8:46 AM PDT

CONTRACTOR

Community Initiatives
Contractor/Business Name *

By: DocuSigned by: Ruth Williams
(Signature of Chair, President, or Vice-President)

Ruth Williams, President & CEO
Name and Title

Date: 9/8/2023 | 3:12 PM PDT

By: DocuSigned by: Carl Taibl
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Carl Taibl, Chief Financial Officer
Name and Title

Date: 9/8/2023 | 3:34 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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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-16527
Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award, retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

PASSED AND ADOPTED on this 22th day of August 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 August 22, 2023.

Dated: August 24, 2023
File ID: 23-662
Agenda Item No.: 71

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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Introduced: 8/10/2023 **Current Status:** Agenda Ready

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

a. Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award, retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

RECOMMENDATION:

a. Approve and authorize the Contracts/Purchasing Officer or her designee to execute all documents necessary for the implementation of the Transformative Climate Communities Grant Program award retroactive to July 1, 2023, for a total term of July 1, 2023 to June 30, 2025.

SUMMARY:

Staff recommends that the Board of Supervisors authorize the execution of all documents needed to implement the Transformative Climate Communities Grant Program Award that was authorized by this Board on February 28, 2023. The grant agreement was executed by all parties on July 10, 2023, and the grant term is July 1, 2023 to June 30, 2025 as set by the grantor, the Strategic Growth Council of California.

DISCUSSION:

The State of California, Strategic Growth Council issued a Grant Application Guide on April 28, 2022, under the Transformative Climate Communities program. These funds are intended for local jurisdictions to fund ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure.

Staff recommends that the Board of Supervisors authorize the execution of all documents needed to implement the Transformative Climate Communities Grant Program Award that was authorized by this Board on February 28, 2023. The grant agreement was executed by all parties on July 10, 2023, and the grant term is July 1, 2023 to June 30, 2025 as set by the grantor, the Strategic Growth Council of California. To be consistent with the grant award agreement, staff will execute a retroactive agreement with the financing partner for this grant, Community Initiatives. This agreement, “Draft Standard Agreement Community Initiatives”, is attached to this Board report for illustration only, and is subject to review by County Counsel, Risk Management, and the Auditor’s Controllers Office. Community Initiatives is the financial partner who supports Regeneración, the County’s primary community partner in Pajaro working to implement this grant. Regeneración will identify stakeholders, conduct community outreach, and facilitate the formation of a Community Climate Coalition, which will be a compensated group of community leaders who will work with residents to co-design 3-5 climate action and adaptation projects to submit for a future Transformative Climate Communities Implementation grant.

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These projects will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health.

The Board of Supervisors authorized Staff to apply to this grant on June 21, 2022 and to accept the grant award on February 28, 2023; the Legistar file IDs for these actions are 22-621 and 23-166, respectively.

OTHER AGENCY INVOLVEMENT:
Sustainability Program staff are coordinating with the Long-Term Recovery Plan, Housing Community Development, Office of Emergency Services, and the Health Department to synergize the efforts of this grant.

FINANCING:
The total grant award is $299,113.97 to be disbursed during FY23/24 and FY24/25. There are no budgetary considerations for this report because they were addressed in Board Order A-16178 attached to this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Climate action planning is essential to the health and safety of the County's future.

Mark a check to the related Board of Supervisors Strategic Initiatives

_X_Economic Development
__Administration
X Health & Human Services
X_Infrastructure
X_Public Safety

Report prepared by: Cora Panturad, Sustainable Infrastructure Analyst, x 5338
Report approved by Nicholas E. Chiulos, Assistant County Administrative Officer x5145

DocuSigned by:
Maegan Ruiz-Ignacio
55FC2C51ABF84E9...
8/14/2023 | 12:24 PM PDT
on behalf of Nicholas E. Chiulos

Attachments:
Board Report
Board of Supervisors Resolution 22-233
Board Order A-16178
Draft Standard Agreement Community Initiatives
Executed TCC Grant Award

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Services 1500 41st Avenue, Suite 228 Capitola CA 95010	**CONTACT NAME:** Cherokee Moit **PHONE (A/C, No, Ext):** 831-824-5031 **FAX (A/C, No):** **E-MAIL ADDRESS:** cherokee@cal-insurance.org
INSURED COMMINI-01 Community Initiatives 1000 Broadway, Suite 480 Oakland CA 94607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nonprofits Insurance Alliance of California — 10023 **INSURER B :** American Guarantee & Liability Insurance Company — 26247 **INSURER C :** Underwriters at Lloyds, London **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1063328147 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		2022-06730	10/30/2022	10/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2022-06730	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			2022-06730-UMB	10/30/2022	10/30/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC571033502	6/30/2022	6/30/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A C	Social Service Professional Improper Sexual Conduct and Abuse Cyber Liability			2022-06730 2022-06730 ESL0039549576	10/30/2022 10/30/2022 10/30/2022	10/30/2023 10/30/2023 10/30/2023	Each Occ./Aggregate Each Occ./Aggregate Policy Aggregate	$1Mill/$2Mill $1Mill/$2Mill $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees are included as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) CG 20 26 attached. General Liability coverage is Primary & Non-contributory, per form NIAC-E61 attached.

CERTIFICATE HOLDER

County of Monterey
Contracts & Purchasing Division
1488 Schilling Place
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2022-06730

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your negligent acts or omissions; or
b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
   (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
   (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
   (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
   (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
   (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.

(1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
   (b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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

Resolution No.: 22-233

Adopt a Resolution to:
a. Apply for and accept grant funds for the Transformative Climate Communities from the California Strategic Growth Council in the amount of $300,000 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Enter into, execute, and deliver all grant award documents subject to review and approval of the Office of the County Counsel as to form and legality

A RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS OF MONTEREY COUNTY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, THE STRATEGIC GROWTH COUNCIL PLANNING GRANT FOR TRANSFORMATIVE CLIMATE COMMUNITIES.

WHEREAS, on April 28, 2022, Strategic Growth Council issued a Grant Application Guide, under the Transformative Climate Communities program with funding of up to $300,000 per applicant; and

WHEREAS, the Transformative Climate Communities grant would provide funding for local jurisdictions to fund ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure; and

WHEREAS, the purposes of the Transformative Climate Communities grant is to ensure that climate action investments provide direct benefits to neighborhood residents through robust community engagement and workforce development; and

WHEREAS, the Strategic Growth Council requires that the Board of Supervisors adopt specific language to be considered for the grant funding; including certifying that the County understands the assurances and certifications within the application; certifying that the County's work is in line with, and works towards, State of California Planning Priorities; and

WHEREAS, ratifying the grant application submission is not an action subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations (CCR), Title 14, Chapter 3, Sections 15061 (b)(3) and 15378 (CEQA Guidelines) because funding of the grant does not commit the County to any specific project that may result in a potentially significant physical impact on the environment.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:
a. Apply for and accept grant funds for the Transformative Climate Communities from the California Strategic Growth Council in the amount of $300,000 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Enter into, execute, and deliver all grant award documents subject to review and approval of the Office of the County Counsel as to form and legality

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PASSED AND ADOPTED on this 21st day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 21, 2022.

Dated: June 24, 2022
File ID: 22-621
Agenda Item No.: 87

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

Julian Lorenzana, Deputy

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16178
a. Accept grant funds from the Transformative Climate Communities Grant Program grant award in the amount of $299,113 to fund a community-based assessment of potential climate action projects designed to lead to implementation of those projects; and
b. Authorize the Auditor-Controller to amend the Fiscal Year 2022-23 County Administrative Office Adopted Budget 001-1050-CAO004-8054 to increase appropriations and estimated revenue by $299,113 funded by the augmentation of grant revenues from the State of California, Strategic Growth Council (4/5ths vote required).

PASSED AND ADOPTED on this 28th day of February 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 February 28, 2023.

Dated: March 3, 2023
File ID: 23-166
Agenda Item No.: 45

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

D: 0650-SGC23101

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23101	OPR-0650

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Planning and Research, hereinafter referred to as "STATE" or "OPR"

CONTRACTOR NAME

Monterey County, hereinafter referred to as "GRANTEE"

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

$299,113.97 Two Hundred Ninety Nine Thousand, One Hundred Thirteen Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	16
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	Attachments	8
+ -	Exhibit D	Award Letter	1
+ -	Exhibit E	TCC Communications Kit	11
+ -	Exhibit F*	General Terms & Conditions GTC 04/2017 https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language	Online

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
168 W Alisal St	Salinas	CA	93901

PRINTED NAME OF PERSON SIGNING	TITLE
Nick Chiulos	ACAO

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

910D1286CA694A8...

DATE SIGNED

7/9/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
SGC23101	OPR-0650

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Office of Planning and Research			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lynn von Koch-Liebert	Executive Director, SGC		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
DocuSigned by: Lynn Von Koch-Liebert 25456EA884A4...	7/10/2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM Vol 1, 4.06		

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Exhibit A, Terms and Conditions

Sections

1. Transformative Climate Communities Planning Grant Program Background

   The Transformative Climate Communities Program ("TCC Program") is part of the state's Climate Budget (Senate Bill 170), which funds ambitious measures to build climate adaptation and resilience through planning, research, capacity building, restoration, and sustainable infrastructure. The purpose of the Planning Grant is to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to prepare communities for future funding opportunities in programs that align with the TCC Program's objectives. A FY 2021-22 budget appropriation from the General Fund supports Round 4 of TCC.

   The authorization for this Grant Agreement is the Transformative Climate Communities Program statute (Public Resources Code, Sections 75240 – 75245). The TCC Program is administered by the California Strategic Growth Council (SGC) in partnership with the California Department of Conservation (Department). The Grant Agreement will be executed between the Monterey County, a political subdivision of the State of California (hereinafter Grantee) and the Strategic Growth Council (SGC), but the Grantee will work with the Department during grant implementation.

   The SGC and Grantee are collectively referred to as "Parties." "Co-applicants" identified in the TCC application are referred to as "Partners," but are not parties to this Grant Agreement.

2. Incorporation
   The performance of this grant must be conducted in accordance with this Grant Agreement, and the TCC Guidelines.

3. Grant Term

   The SGC released the final TCC Program Guidelines for this Grant Agreement on February 24, 2022. In accordance with the Guidelines, Grantee applied and on October 27, 2022, the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit D). This will be referred to as the "Project" throughout this Grant Agreement.

   All work must be completed within two (2) years of executing the Grant Agreement.

4. Authorized Signatories

   The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the SGC.

   Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

   Grantee must keep Authorized Signatory Form up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized

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signatory, Grantee shall notify the TCC Grant Manager in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Project Representatives

   The project representatives are the primary contacts for the Department, the SGC, and Grantee. The Department, the SGC, and Grantee must keep the Project Representatives Form (Attachment 2) up to date. Any changes to the Project Representatives by either Grantee, the SGC, or the Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement. Unless otherwise stated within this Grant Agreement, all correspondence and documents will be sent to the TCC Grant Manager as described in the Document Submission section.

6. Approval

   This Grant Agreement is of no force or effect until signed by both Parties. Grantee may not commence performance until such approval has been obtained.

7. Assignment

   This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the SGC in the form of an amendment.

8. Records Retention

   A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, key email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

   B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

9. Audit

   A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four (4) years following the termination of the Grant Agreement. Grantee agrees that the SGC, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

   B. At any time, the SGC, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee's records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the SGC, Department

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of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal Grantee business hours, and to allow interviews of any employees who have information related to such records. Further, Grantee agrees to include a similar right of the SGC to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. Partners and subcontractors employed by the Grantee and paid with moneys under the terms of this Grant Agreement shall be responsible for maintaining accounting records as specified above.

10. Indemnification

Grantee agrees to indemnify, defend, and hold harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Grant Agreement.

11. Independent Grantee

Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the SGC.

12. Non-Discrimination Clause

During the performance of this Grant Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5,). Those regulations are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

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13. Timeliness

    Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

14. Governing Law

    This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Unenforceable Provision

    If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.

16. Compliance with Laws and Regulations

    By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s) and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

17. Subcontractors

    The SGC's contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet (Exhibit B) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

    Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the SGC and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the SGC for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from the SGC's obligation to make payments to Grantee. As a result, the SGC shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

18. No Third-Party Beneficiaries

    This Grant Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

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19. Project Monitoring and Oversight

    Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

20. Dispute Resolution

    A. Invoice Disputes

        i. In the event of an invoice dispute, the TCC Grant Manager will notify Grantee in writing within fifteen (15) working days of receipt of the disputed invoice.

        ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.

        iii. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

    B. General Disputes

        i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the TCC Grant Manager.

        ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.

        iii. Each party shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

        iv. If Grantee contests the decision made by the TCC Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

    C. Contesting a Dispute Decision

        i. If Grantee contests a decision made by the TCC Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

            - The Grant Agreement number
            - A complete description of the basis for the dispute
            - Legal authority or pertinent facts, supporting arguments and documentation
            - Action requested for resolution

        The "Notice of Dispute" shall be sent to the following address, with copies sent via email to the TCC Grant Manager contacts on the Project Representatives Form (Attachment 2):

        California Strategic Growth Council
        TCC Program
        Attn: TCC Program Manager

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1400 Tenth Street
Sacramento, CA 95814

ii. Within 30 days after receipt of the "Notice of Dispute," the SGC TCC Program Manager shall review the dispute and submit a written decision to Grantee, which shall include:

- The decision made
- An explanation for the decision
- Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

21. Termination

A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.
B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or the SGC to rectify any deficiency(ies) prior to the early termination date.

22. Waiver of Rights

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the SGC, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.
B. Grantee waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the SGC, its officers, agents, and employees.
C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

23. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
B. If Grantee is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
   i. Grantee must ensure the following insurance policies are obtained and kept in force for the term of this Grant Agreement, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:
      a. Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).
      b. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

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c. Motor vehicle liability with limits not less than $1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

ii. Insurance policies must name the State of California, its officers, agents, employees, and servants as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Grant Agreement.

C. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the TCC Grant Manager within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.

D. Grantee must notify the TCC Grant Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

E. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

24. Stop Work

If it is determined, at the sole discretion of the SGC, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice from the SGC to stop work, Grantee shall cease all work under this Grant Agreement. The SGC has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

25. Publicity

Grantee agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. TCC Grant Manager will provide the SGC logo files and guidance on their usage directly to Grantee. Grantee agrees to adhere to the TCC Communications Kit provided by the SGC (Exhibit E). If Grantee is planning an event or announcement, needs sample materials, or needs assistance or advice regarding digital or print materials, press, social media, and/or general communications, please contact your TCC Grant Manager.

A. Long-Form Materials: Long-form written materials, such as reports, must include the following standard language about the SGC and TCC:

"The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to

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enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the California Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians. www.sgc.ca.gov."

B. Press Releases, Flyers, and Visual Materials: Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

"[Project Name] is supported by the California Strategic Growth Council's Transformative Climate Communities program with funds from California's General Fund."

Grantee may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging the SGC support is not practical, Grantee should instead include the official logo of the SGC, preceded by the words "Funded by."

26. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

i. The dangers of drug abuse in the workplace.

ii. The person's or organization's policy of maintaining a drug-free workplace.

iii. Any available counseling, rehabilitation, and employee assistance programs.

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:

i. Receive a copy of the Grantee's drug-free workplace policy statement.

ii. Agree to abide by the terms of the Grantee's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the SGC determines that any of the following has occurred: Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

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27. Americans with Disabilities Act

    Grantee assures the SGC that Grantee complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

28. Air/Water Pollution Violation Certification

    Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

29. Grantee Responsibilities

    The TCC Grant Manager will notify Grantee when work may proceed. Grantee is responsible for:

    A. Using grant funds only as intended for the Project.

    B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Exhibit B), unless otherwise agreed to by all parties through the amendment process described in Modifications and Amendments sections below.

    C. Submitting invoices for reimbursement using the Invoice template (Attachment 4), including any supporting documents.

    D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).

    E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

    F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

    G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in the Records Retention section and providing all required documents during an audit, as specified in the Audit section.

30. Reporting Requirements

    A. Grantee will submit quarterly progress reports to accompany quarterly invoices.

    B. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

        i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in the Dispute Resolution section.

        ii. Use the Final Report template (Attachment 3).

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iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).

iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the project.

31. Payment

A. Except as may be allowed under Subsection B, Grantee will be paid on a reimbursement basis.

i. To receive reimbursement payments of grant funds, Grantee must submit an invoice.

ii. Upon receipt and approval of an itemized invoice and required supporting documentation, the SGC agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet (Exhibit B).

iii. The SGC will withhold five percent (5%) of each invoice, to be paid once all terms of the Grant Agreement have been satisfied.

iv. The SGC will not reimburse for funds spent on activities that occur prior to grant execution.

v. Invoices may be submitted by the Grantee quarterly.

vi. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

vii. For cost principles, see Cost Principles section.

B. Advance Pay

i. Through an Advance Pay Pilot Program, SGC is authorized to provide Grantees advance payments of TCC grant awards through July 1, 2025.[1] SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1(c)(2)(A) (as further described below). Any material changes to the request form must be reported to SGC in writing within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is subject to SGC's sole discretion.

ii. Grantees requesting advance payments under this subsection shall, in their written request, provide complete documentation of their eligibility for advance payments under Government Code section 11019.1(c)(2)(A), as follows:

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1. Confirm that SGC has approved Grantee's itemized budget, spending timeline, and work plan;
2. Identify the activities to be funded with any advance payment and provide support for the need for the advance payment, which may include but is not limited to, invoices, contracts, estimates, payroll records, and financial records;
3. Have no outstanding financial audit findings related to any of the moneys eligible for advance payment and be in good standing with the Franchise Tax Board and Internal Revenue Service;
4. Confirm compliance with all insurance terms of the grant agreement;
5. Confirm that all funds received as an advance payment will be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and Grantee shall report interest earned on the advance payment to SGC;
6. Describe procedures Grantee will use to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the Grantee. Further, Grantee shall demonstrate that any previously advanced funds have been spent down or a plan is in place to ensure spend down of those funds in a timely manner;
7. Confirm that Grantee shall provide progress reports on the spend down of advanced funds no less than on a quarterly basis; and
8. Confirm that Grantee shall provide progress reports following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information.

iii. Grantee shall provide money from advance payments to subrecipients in accordance with their grant program requirements. Grantee shall require all entities they subcontract with or award grant money to comply with (6), (7), and (8) of the eligibility requirements listed above. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the SGC for compliance with this paragraph and for any failures by subrecipients to perform contractual obligations or to comply with the requirements of this section.

iv. All unused funding and interest earned provided as an advance payment, but not spent down within the grant timeline, shall be returned to the state.

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32. Document Submission

A. When this Grant Agreement requires Grantee to provide invoices, reports, or other documents to the TCC Grant Manager, Grantee must use the SGC-provided online submission platform and email unless requested otherwise by the SGC.

B. All email communication must contain the Grant Agreement number and Grantee's name in the subject line.

C. Grantee may submit invoices quarterly, in arrears, to the TCC Grant Manager. Grantee must submit invoices to the SGC online submission platform. Following submission, Grantee must email the Invoice (PDF) to AccountsPayable@OPR.CA.GOV and copy the TCC Grant Manager. Include the Grant Agreement number and Grantee's name in the subject line. A request for payment shall consist of: A request for payment shall consist of:
   i. The Invoice (Attachment 4) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the SGC (Attachment 1), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
   ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Exhibit B).
   iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.

D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the SGC but should be retained by Grantee in the event of an audit (see Audit section).

33. Budget Contingency Clause

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the SGC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the SGC shall have the option to either cancel this Grant Agreement with no liability occurring to the SGC or offer an amendment to reflect the reduced amount.

34. Cost Principles

A. All costs to be reimbursed must be consistent with the Guidelines.

B. All costs to be reimbursed must be reasonable.

C. Indirect costs exceeding twelve percent (12%) of the total grant award are not eligible for reimbursement, as defined in the Guidelines.

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D. The SGC will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet (Exhibit B).

35. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

A. The SGC will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidentals" as specified in the Guidelines.

B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Exhibit B) and are tied to tasks and deliverables in the Work Plan (Exhibit B).

D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.

36. Modifications

Modifications are minor changes to the Work Plan and Budget as defined below. They require a formal, written request be submitted to and approved by the TCC Grant Manager.

A. Grantee must keep the Work Plan and Budget Detail Worksheet (Exhibit B) up to date.

B. Changes of up to twenty percent (20%) between tasks shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.

C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing a written request to the TCC Grant Manager before submission of the affected invoice and shall be effective upon written approval from the TCC Grant Manager.

D. Material changes to the Work Plan and Budget or Grant Term shall follow the amendment process, described below.

37. Amendments

Amendments are substantive changes to the Work Plan or Budget. They require the completion and approval of a formal written request in advance of the desired change, as detailed in this section.

A. No change to this Grant Agreement shall be valid unless made in accordance with this section. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the Parties.

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B. Any change to this Grant Agreement requires an amendment, with the exception of the modifications detailed above. Changes to the Work Plan and Budget Detail Worksheet require an amendment if they involve one or more of the following alterations:
    i. Budget changes of more than twenty percent (20%) between tasks
    ii. Elimination or alteration of tasks or deliverables
    iii. Elimination or change in Partners
    iv. Grant term
    v. Other substantive change requests not listed

C. Except as otherwise specified, Grantee must request and obtain prior written approval by TCC Grant Manager before any change (modification or amendment) to this Grant Agreement is valid.

D. Request for amendments must:
    i. Be submitted in writing and signed by the Authorized Signatory or designee on file with the SGC.
    ii. Be submitted to the TCC Grant Manager at least two (2) months prior to when the amendment is needed.
    iii. Use the Amendment and Modification Request Form which includes the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
    iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

E. The TCC Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

F. The TCC Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties have signed the Grant Agreement amendment.

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Exhibit B, Work Plan and Budget

TCC Planning Grant Work Plan

Project Name: Climate Prosperity for Pajaro Valley

This planning grant will facilitate the formation of a cross-sector climate community coalition (CCC) and co-designed development plan for Monterey County's unincorporated Pajaro neighborhood, bordering downtown Watsonville. The project focus will be co-designed through community engagement, and will likely include electrification, transportation, affordable housing, food security, green spaces, and environmental health. To support implementation, partners will identify potential resource needs (ex: funding) and conduct planning, permitting assessments. The grant will be implemented by Regeneración Pajaro Valley and administered by the Monterey County. The CCC will work with the County, the City of Watsonville, and the Association of Monterey Bay Area Governments (AMBAG) to coordinate with local climate planning efforts.

High Level Activities	**Performance Measures [Any appropriate deliverables, metrics, milestones]**	**Timeline [Start and End Date]**
TASK 1: *Community Engagement and Organization*		
Subtask A: Finalize Memorandum of Agreement (MOA) with the City of Watsonville to collaborate on climate resilience planning in the Pajaro Valley	A: Finalized Memorandum of Agreement between the Monterey County and the City of Watsonville	June – August 2023
Subtask B: Identify and connect with existing community workgroups to increase collaboration opportunities	B: Summary of key partnerships and activities	June - November 2023
Subtask C: Nominate and select six to eight (6-8) cross-sector CBOs and two (2) Community Climate Leaders to form Community Climate Coalition (CCC) to conduct community engagement and co-design implementation strategies and potential projects	C: 1) Outreach materials 2) Climate leader selection rubric 3) Summary of CCC selections	June - November 2023
Subtask D: Design community outreach strategies and efforts to receive input and feedback on potential projects	D: 1) List of target audiences 2) Summary of outreach strategies (website, flyers, etc.)	August – December 2023
Subtask E: Hold regular CCC meetings to: (1) develop common vision, goals, values and priorities for climate adaptation/mitigation, (2) build understanding of current community plans and efforts, and (3) co-create and adopt a CCC partnership agreement.	E: 1) Community vision document 2) CCC Partnership Agreement 3) For CCC Meetings: a. Meeting Summary (date/time/location, number of	August 2023 – March 2025

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	attendees, summary of outcomes) b. Final Meeting Materials (presentations, handouts) c. Publicity Materials (announcements, photos from key events)	
TASK 2: Identify and Co-Design Priority Projects		
Subtask A: Build capacity and historical knowledge of local efforts and plans to address climate change and its intersectional impacts	A: 1) Summary of coordination with local jurisdictions 2) Community climate coalition meeting materials (see Task 1D.3 above)	September – Project Completion Period
Subtask B: Conduct informational interviews with local decision makers and community residents	B: 1) Report of informational interviews conducted (interview questionnaire, interviewees, dates/times) 2) Summary of findings regarding: a. Relevant policies, legal processes, and constraints b. Community needs, priorities, challenges, and opportunities	September 2023 - March 2024
Subtask C: Co-design and prioritize three to five (3-5) priority projects aligned with regional climate and development plans	C: 1) List of agreed priorities and focus areas 2) Co-designed scoring rubric for potential projects 3) List of proposed and selected projects	January – June 2024
TASK 3: Prepare for Implementation and Future Funding		
Subtask A: Refine and implement community outreach to incorporate input into final project recommendations	A: 1) Dissemination of outreach plan including various methods for input (meetings, surveys/forms, emails, voicemails, etc.) 2) Summary of synthesized community input 3) Final project recommendations	April 2024 – March 2025

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Subtask B: Determine needs and implementation strategies for selected projects	B: 1) List of needs for selected projects, including design, CEQA, permitting, etc. 2) Draft implementation strategies for selected projects and identified needs	April – November 2024
Subtask C: Identify project implementation resources	C: Summary report of collaboration with key community stakeholders to develop regional project support and prepare for implementation	October 2024 - June 2025
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections.		

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TCC Planning Grant Budget Detail Worksheet

Project Name:

High Level Activities	Budget Total
TASK 1: Community Engagement and Organization	**$101,271.32**
TASK 2: Identify and Co-Design Priority Projects	**$97,071.32**
TASK 3: Prepare for Implementation and Future Funding	**$100,771.32**
	$299,113.97
The Parties may make minor changes to the timeline and deliverables due without the requirement of an amendment. See Exhibit A, Modifications and Amendments sections.	

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Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: Nick Chiulos _____ **Title:** ACAO _____
(Type or Print Name)

Signature: DocuSigned by: _____ **Date:** 3/10/2023 | 1:14 PM PST _____
910D1286CA694A8...

Delegated Authorized Signatories:

1. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other _____

---

2. **Name:** _____ **Title:** _____
(Type or Print Name)

Signature: _____ **Date:** _____

Document(s) Authorized to sign:

☐ All Grant Related Documents ***or*** ☐ Grant Agreement
☐ Grant Amendments ☐ Budget Amendments ☐ Reports
☐ Invoices ☐ Other ___

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Attachment 2: Project Representatives Form

Department

Name	Title	Phone Number	Email
Brendan Pipkin	TCC Grant Manager	(916)858-9750	brendan.pipkin@conservation.ca.gov

SGC

Name	Title	Phone Number	Email
Jennifer Kim	Program Analyst		jennifer.kim@sgc.ca.gov

Grantee

Name	Title	Phone Number	Email
Cora Panturad	Sustainable Infrastructure Analyst	(831)755-5338	panturadc@co.monterey.ca.us
Nick Chiulos	Assistant County Administrative Officer	(831) 755-5145	chiulosn@co.monterey.ca.us

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Attachment 3: Final Report

Transformative Climate Communities Program Final Report	**Round 4**
Grantee:	Grant Number:
Project Name:	

Project Summary

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

Barriers and Accomplishments

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other communities.
3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other communities.
4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

Future Implementation

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
    a. How they will further your organization's sustainability goals and strategies.
    b. How they will advance the State's planning priorities and TCC Program objectives.
    c. How the work completed under this grant will assist in applying for future funding that aligns with the TCC Program's objectives. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

Feedback

6. Based on your experiences with this grant program, please provide feedback about how TCC staff can improve future grant programs.

Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the TCC Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is

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allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: _____ **Title:** _____ *(Type or Print Name)*

Signature: _____ **Date:** _____

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Attachment 4: Invoice and Progress Report Template

[TO BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES
PLANNING GRANT INVOICE

	Invoice Number:	
Grantee Name:	Grant Number:	
Project Name:		
Invoice Quarter:	[START DATE]	[END DATE]

Invoice Summary:

Task	Grant Funds Spent	
Task 1:	$-	
Task 2:	$-	
Task 3:	$-	
Task 4:	$-	
SUBTOTAL for this Quarter	$-	
Less 5% Retention	$-	
Current Invoice Total	$-	
Advance Pay Deduction	$-	
Total Reimbursement Requested	$-	
Total Budget		$-
Total Invoiced to Date		$-
Amount Remaining		$-

Advance Pay Summary	
Advance Received	
Advance Balance	
Current Invoice Total	
Amount Paid Via Invoice	
Remaining Advance Balance	
Interest Earned	

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Invoice Detail:

Task	Cost Description	Amount	Supporting Documentation/Page #
1			
	Subtotal	$-	
2			
	Subtotal	$-	
3			
	Subtotal	$-	
4			
	Subtotal	$-	
Travel			
	Subtotal	$-	
Equipment			
	Subtotal	$-	
Indirect			

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	Subtotal	$-	
	SUBTOTAL FOR THIS QUARTER	**$-**	

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Progress Report: [TO BE PRINTED ON GRANTEE LETTERHEAD]

Grantee Name:		Grant Number:	
Project Name:			
Invoice Number:	Invoice Period:	(Start Date)	(End Date)

Work Plan Task #	**Description of Work Performed**
Task [#]	*Please describe the work completed during this invoice period and refer to specific deliverables in the Budget and Work Plan using **bold** text to denote the deliverable submitted. Please also note any key events or milestones in the upcoming period.*

CERTIFICATION: By my signature below, I certify that I have full authority to execute this progress report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this progress report, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge for the purposes and conditions as outlined in the Grant Agreement.

Print Name:	Print Title:
Signature:	Date:

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Exhibit D, Award Letter

[Insert award letter here.]

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California Strategic Growth Council

October 31, 2022

Ashley Paulsworth, Sustainability Manager
County of Monterey
168 W. Alisal St.
Salinas, CA 93901
paulsworthal@co.monterey.ca.us

RE: Award Notification – Transformative Climate Communities (TCC) Program, Round 4, Planning Grant Award, County of Monterey, "*Climate Prosperity for Pajaro Valley*"

Dear Ashley Paulsworth and partners,

The California Strategic Growth Council (SGC) is pleased to inform you that the Council approved a Transformative Climate Communities planning award of $299,113.97 to the County of Monterey for "*Climate Prosperity for Pajaro Valley*" at its October 27, 2022, meeting. Previously funded by California's Cap-and-Trade Program, Round 4 of TCC is funded by a FY 2021-2022 budget appropriation from the General Fund. This program funding empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. SGC is committed to support community-led transformation and achieve equitable, resilient communities and landscapes for all Californians. Congratulations on your successful application.

This letter provides a conditional commitment of grant funds. TCC staff will initiate the Post-Award Consultation (PAC) process soon by scheduling a meeting with the Awardee and sending a review package including review checklists for planning activities. This process will involve addressing any outstanding issues identified by TCC staff, reviewers, and the interagency review panel, as well as finalizing the grant agreement. Grantees and Partners will need to work closely and collaboratively with TCC Staff to address all issues prior to grant execution. All requested documentation and changes should be finalized within three (3) months after the Council makes awards. Our partnering agency, the Department of Conservation (DOC), will lead the PAC process.

Following execution of the grant agreement, grant funds will be disbursed on a quarterly basis for eligible direct and indirect costs. All reimbursed costs must meet the requirements for reimbursable tasks outlined in the grant agreement. TCC has also been authorized for an Advance Pay Pilot program (AB 156) and will follow up on the terms for accessing advance pay once approved by Council. Please note that no funds will be reimbursed for costs and expenses incurred prior to grant agreement execution, with the exception of limited PAC costs for staff and materials in accordance with forthcoming guidance.

We look forward to our partnership in the coming years. If you have any questions, please contact Sophie Young, TCC Program Manager, at sophie.young@sgc.ca.gov.

Sincerely,

Lynn M. von Koch-Liebert

Lynn von Koch-Liebert
Executive Director
California Strategic Growth Council

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Exhibit E, TCC Communications Kit

[Insert TCC Communications Kit here.]

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Communications Kit

Transformative Climate Communities Program Grantee

CALIFORNIA STRATEGIC GROWTH COUNCIL

WELCOME TO THE CALIFORNIA STRATEGIC GROWTH COUNCIL GRANTEE COMMUNITY!

Our team believes everyone deserves to hear about the important work you're doing to put California cap-and-trade dollars to work through your Transformative Climate Communities Program (TCC) award. This Communications Kit provides you with tips and recommendations to help you spread the word far and wide, as well as information to ensure that you are well-equipped to comply with our publicity and communications requirements for all TCC grantees.

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Dear Transformative Climate Communities Grantee,

Congratulations on your Transformative Climate Communities Program (TCC) award. All of your hard work has paid off! We look forward to working closely with you to achieve major environmental, health, and climate benefits your project promises.

Your work is important and deserves to be celebrated – both in your community and as a model for others. To help you spread the word, the communications and external affairs team at California Strategic Growth Council (SGC) has prepared this Communications Kit. As you plan communications and events related to your TCC award, please use this kit, which includes both 1) a set of communications and branding guidelines we require TCC grantees to follow, and 2) an array of resources and best practices that can help you streamline and enhance your communications efforts across traditional and digital media channels.

We hope this kit serves as a resource for your current project and provides you with tools that can help you harness and strengthen your continuing relationship with SGC. We're here, along with the Department of Conservation, as resources for you and your work.

If you are planning an event or announcement, need sample materials, or need assistance or advice, please contact SGC's Deputy Director of Communications and External Affairs,Emily Breslin, at emily.breslin@opr.ca.gov.

Thank you for your inspiring work to implement transformative, collaborative, community-driven, place-based projects: your work will help achieve major environmental, health, and equity impacts in your community. We look forward to partnering with you!

Best,

The California Strategic Growth Council Team

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Publicity Requirements & Guidelines for TCC Grantees

SGC requires TCC grantees to acknowledge the California Strategic Growth Council and the California Department of Conservation (DOC) in all publications, websites, signage, invitations, and other media-related and public-out-reach products related to the TCC grant.

When using SGC's logo, use the color version only when the logo appears on a white background; on backgrounds of any other color, please use the white version of the logo.

LONG-FORM MATERIALS

Long-form written materials, such as reports, must include the following standard language about SGC, TCC, and DOC::

> *TThe California Strategic Growth Council's (SGC) Transformative Climate Communities Program (TCC) empowers the communities most impacted by pollution to choose their own goals, strategies, and projects to reduce greenhouse gas emissions and local air pollution. Administered in partnership with the California Department of Conservation, TCC funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. For more information, visit sgc.ca.gov/programs/tcc/*

PRESS RELEASES, FLYERS, AND VISUAL MATERIALS

Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include the following language:

LONG VERSION:

> *"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities Program strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities."*

SHORT VERSION:

> *"[Project Name] is supported by California Strategic Growth Council's Transformative Climate Communities Program."*

MOSTLY VISUAL:

Grantees may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging SGC support is not practical, grantees should instead include the official logos of SGC and DOC preceded by the words "Supported by."

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SIGNAGE

Grantees must post signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size conveying the following message:

> *[PROJECT NAME]*
>
> *THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM*
>
> *TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM*
>
> *THROUGH THE CALIFORNIA STRATEGIC GROWTH COUNCIL*

The sign should also include the SGC and DOC logos. Please refer to the "Publicity" section of the TCC Grant Agreement for specific, additional guidelines about signage.

MEDIA INQUIRIES

TCC Grantees must identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. Grantees must also distribute a press release after grant decisions are made at SGC's Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by SGC's Chief External Affairs Officer prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the grant.

COMMUNICATIONS MATERIALS & PHOTOS

TCC grant recipients must prepare one or more two-to-four-page documents that provide a summary of the grant components and tell the story of the project development process and/or implementation. All such materials must be approved by SGC's Chief Communications Officer prior to distribution. SGC may display such materials on its website.

In addition, SGC requires TCC grantees to share between 8–24 high-resolution, color photos with SGC during the project period. These photos should include pictures of both people and the project. SGC reserves the right to use these photos across any and all of its communications platforms.

SOCIAL MEDIA

SGC encourages TCC grantees to use social media to share the process of creating and developing a TCC pro-posal as well as stages of the project's implementation. Grantees must tag @CalSGCand @CalConservation in all Tweets related to the TCC grant; tag California Strategic Growth Council and California Department of Conservation on LinkedIn; on Facebook and other platforms, please mention California Strategic Growth Council and California Department of Conservation.

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Spread the Word

Here are a few effective ways to raise awareness around your important work. In every case, we recommend a clear, concise writing style that avoids technical terms and is easy for most readers to access. Be sure all of your communications comply with the Publicity Requirements and Guidelines on pages ____-____ of this kit.

CREATE A WEBSITE

One of the best ways to share the latest information about the progress of your TCC project is to compile everything the public needs to know into well-organized website. Your website should be simple and inviting, with sections explaining who you are, what the TCC program is, and why the project is important. Keeping the website updated with your latest accomplishments and steps taken to achieve your goals will keep members of your community enthusiastic and engaged. You can choose from dozens of inexpensive website templates, such as Wix, Square Space, and WordPress.

PRESS RELEASES & MEDIA ADVISORIES

If you're interested in getting mentioned by your local news outlets (newspapers, web-based news, radio, television), you've got to alert reporters, editors, hosts, news desks, and producers in your local media market. Here are a couple ways to get their attention (in both cases, include a contact name, title, phone number, and email at the top):

PRESS RELEASE

This is a narrative piece that tells the reader a story. Your best bet is to write it in the style of a story you'd read in the newspaper. Start with the most important part so that the reader knows immediately what you want to tell them about. From there, add details to flesh out the story (the amount of the grant, the number of affordable units, total emissions reductions), along with quotes from people who are engaged with your project – for example, representatives from partner organizations, residents who engaged in project design, and SGC's Executive Director. Some media outlets might publish your press release as is! Others will follow up with questions or to interview someone.

MEDIA ADVISORY

This is a short piece you send to reporters, editors, hosts, news desks, and producers when you want to invite them to attend and cover an event, such as a groundbreaking, ribbon-cutting, dedication, etc. Make sure you answer the most important questions (who/what/when/where/why/how) and emphasize what makes your story worthy of media attention – as well as what photo opportunities will be available at the event.

SOCIAL MEDIA

Numerous social media platforms support digital story-telling and promotion. Use your existing platforms to talk about your TCC project. We also encourage you to follow SGC on Twitter and LinkedIn so we can watch for and share your updates about your TCC project. Please see our social media section of this kit for more details.

BLOG POST

If you or any of your partners currently has an active blog, we encourage you to write a post highlighting the progress or impact of your TCC project. For example, ask a project partner to write a guest blog or sit with you for a Q&A to highlight some of the specific benefits of their programs, who is receiving those benefits, and how the community has been involved. After you've posted your blog, you can share it on your social media platforms!

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NEWSLETTER

If you or any of your TCC partners have a newsletter or listserv, please share your award announcement and other important milestones through that platform. Encourage community leaders and/or elected officials who work with you frequently to announce TCC milestones through their newsletters or listservs as well. Please contact us at SGC so we can share your important TCC milestones through our newsletter as well!

OP-ED OR LETTER TO THE EDITOR

Consider writing an op-ed or letter to the editor of your local newspaper to raise awareness of your new TCC award and the benefits it will bring to your community. A good approach is to acknowledge the various stakeholders involved in the planning process, name the specific benefits this project will bring to members of your community, and emphasize the place-based, community-driven approach to this project using TCC's model. An op-ed is typically around 600 words (it depends on the outlet) and you submit it to the Op-Ed Editor; it is best to reach out to this editor with an outline for your piece and ask if they're interested in running a developed piece from you. A letter-to-the-editor is short – usually under 200 words – and you just submit it directly to the letters section of the outlet.

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Events and Engagement

Events with community members, leaders, and elected officials can be a draw for the press, as well as for local residents, and are a great way to build excitement about your TCC project.

HOLD A PROJECT AREA TOUR AND RIBBON CUTTING CEREMONY

Invite project partners, elected officials, funders, and other stakeholders to speak at the event. SGC staff members and Council members try to be available to participate in these events. Invite local media to attend the event (see "Media Advisory" on page ____) and provide enough information that they'll be excited to cover it.

Do a press conference right before the ribbon cutting. Plan the message you want attendees to take away from the event, so you can craft speakers' dialogue around it. Generally, you want to agree in advance with your speakers about what angles they'll cover – that way, you can be sure all the important points get attention without too much repetition. Let speakers know how much time they have for their comments – typically 4-5 speakers giving comments for about 2 minutes each is plenty for a press conference. Leave time for questions at the end. You'll need a master of ceremonies who introduces each speaker, facilitates the Q&A, and keeps the program on-track. And an audio amplification system – a microphone and a speaker – is usually important, unless you are in a very quiet space.

Give yourself plenty of time to secure the location, publicize the event, invite press, gather equipment and any visual materials, and ensure spokespeople are fully prepared.

HOST COMMUNITY EVENTS

Organizing a fun kick-off meeting and other community events for stakeholders and the general public is a great way to raise awareness about your TCC award and get more people involved in the planning and implementation process. These kinds of events can help make sure everyone is on the same page and united in your mission, as well as enthusiastic about the tangible benefits your project will create.

REMEMBER

The SGC team is here to help! We love to work with grantees to brainstorm communication strategies. We can provide quotes from SGC leadership for your press releases and make leadership available for media interviews. We can coach you on how to pitch media, help you identify reporters, and help secure participation by State officials in your event. Contact SGC's Deputy Director of Communications and External Affairs, Emily Breslin, for support: emily.breslin@opr.ca.gov.



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Social Media

Social media offers an array of powerful, free platforms that enable you to communicate about your TCC project to potentially large audiences.

FOLLOW US

The California Strategic Growth Council (@CalSGC) and the Department of Conservation (@CalConservation) post frequently on Twitter about the State's efforts to improve our environment and communities. SGC and DOC are also active on LinkedIn. We encourage you and your TCC partners to follow our accounts to stay up to date on the latest news on our policies and programs. If we tweet about TCC, or about anything else relevant or interesting to you, please 'like' and retweet us – sometimes it can even save you the trouble of crafting your own tweet.

TAG US

We love seeing grantees' progress from vision to reality. Please post updates and photos of project events or outcomes on social media, and make sure to tag us so that we can like, comment, and retweet to share your hard work with all of California.

TAG YOUR PARTNERS

Remember to include co-applicants and other key stakeholders and champions in social media posts about your TCC award. Tagging partners gives them the recognition they deserve while increasing the audience for your post.

USE HASHTAGS

Hashtags can be a very effective way to increase a post's visibility and response rate. It is best to use a few relevant hashtags, like #TransformativeClimateCommunities, #transit, #equity and #climatechange.

TAKE PICTURES

A social post with a great image attached is bound to get more traction than one without an image. Throughout every stage of the TCC process, be sure to encourage your team to bring their phones or even a nice camera and take a picture of their colleagues or work environment. Having a photobank of pictures can work wonders on your social media accounts, especially because you'll have the freedom to choose the highest quality or most interesting photos. Please see the Photo Tips section of this kit for more information.

SHORTEN THE MESSAGE

Given the character limit for tweets, you will need to pick and choose what information to include. Incorporate hashtags and tagging partners into your sentences, (see the sample posts below). Use commonly known abbreviations and conjunctions.

AMPLIFY THE VOICES OF COMMUNITY MEMBERS

Reach out to partners and community members for their videos, quotes, and pictures that share how your TCC project will affect their lives. These stories can increase your social media audience's enthusiasm for your project. Retweeting posts that residents and stakeholders create is another way to demonstrate TCC's impact.

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POST OFTEN

Interact with your audience as much as possible on all platforms. It is ideal to post between a few times a week and once or twice a day on social media. Brainstorm with your staff to come up with creative ways to keep the public informed and interested in your work. Then create a schedule and remain consistent.

MORE SOCIAL MEDIA TIPS

- Encourage audience engagement by posting questions.
- Use URL shortening tools from sites like bitly.com and tinyurl.com.
- Don't be afraid to use emojis.
- Encourage your colleagues and TCC partners to participate in social media conversations.
- Be visual! Use infographics instead of text when possible.
- Observe copyright laws.







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Photo Tips

Consider pointers in this section when using photography to tell your project's story.

QUALITY

Use the highest quality camera you can access. Good news: many modern smartphones are usually sufficient, as long as your subject is in focus, well-lit, and the phone is turned sideways (landscape orientation – use this orientation for videos, too!). Photos on social media don't have to be as high quality as photos on your website or newsletter.

EVERYONE'S A PHOTOGRAPHER

Encourage your staff and partners to take photos whenever they have the chance, and to send them all to your organization's communications team. Designating someone who owns a nice camera to take photographs during events is always a good practice.

DON'T HAVE A GREAT PHOTO?

Services like Flickr, Pixabay, and Upsplash offer countless high-quality photos that you can download and use for free.

CONTENT

When possible, photos should be bright and colorful, without being too 'noisy,' blurry, or filtered. Candid photos of people working or interacting tend to be more unique and eye-catching than people smiling at the camera. Highlight interesting aspects of your project so your photo stands out.

REMEMBER

The picture is what draws people in to read the caption and learn about your work. Don't underestimate its importance!





STAY IN TOUCH!

Feel free to contact SGC's Deputy Director of Communications and External Affairs, Emily Breslin, if you have questions or need support on any of your communications efforts at emily.breslin@opr.ca.gov .

SGC'S NEWSLETTER AND TCC LISTSERV

bit.ly/2CTvCyB

Follow us on social media and check our website regularly for new announcements and updates!

TWITTER

twitter.com/CalSGC

LINKEDIN

linkedin.com/company/strategic-growth-council/

WEBSITE

sgc.ca.gov

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SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

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PROCEDURE:

Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

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County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 7/1/26

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Janitorial Services at the Carmel Valley Library

(Check One)

☐ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

☐ Preferred Vendor ☑ Sole Source

Vendor Name: Branches Janitorial

Address: 218 Reindollar Ave Ste 5B City: Marina State: CA

Phone Number: (831) 384-2579 Fax: ( )

Contact Person: Samuel Branch Title: Owner

Federal Employer #:

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3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

   a) Why were product and/or vendor chosen?

Taking a look at the new County CSA for janitorial services for the Carmel Valley Library, Branches came in at $400.00s per month then the lowest bid for that location. Branches has been cleaning the Carmel Valley Library for a few years and the staff are very happy with his work and how easy it is to work with them.

   b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

Branches Janitorial has come in at least $400.00 cheaper per month than all of the new County CSA's for janitorial services. Branches is the current janitor and the Carmel Valley staff are happy with the cleaning

   c) Why are these specific features/qualifications required?

Although I have had to find all new janitors for all library locations, Branches janitorial has maintained a great relationship with the Carmel Valley Library and his prices are far less per month.

   d) What other products/services have been examined and/or rejected?

When looking at the other 6 quotes for the current janitorial CSA branches continues to come in at hundreds of dollars cheaper then the other bids. He is also a local vendor and has done an amazing job keeping the branch clean.

   e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Other vendors have come in way over price what Branches is currently asking per month. Anywhere from $400.00 to $1,735.00 over what Branches is currently asking.

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f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Branches has been cleaning this library for a few years now and has a relationship with the library staff, and in turn is a County small business. Cost per month was a huge factor in asking for a sole source justification. Due to the budget contratints it would be good to be able to keep costs down with a local vendor who has already shown himself to be a value to the library.

g) Estimated Costs:

The quote is $1,075 / month which will come out to $12,900 per year

4. Is there an unusual or compelling urgency associated with this project?

☑ No

☐ Yes (Please describe)

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THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:
Jennifer Hansen
538FB1ECB14044F...

Requestors Signature — 2/3/2026 | 9:30 AM PST — Date

DocuSigned by:
Hillary Theyer
67A9664F6DB2433...

Authorized Signature by Department Head — 2/3/2026 | 10:32 AM PST — Date

Signed by:
Tom Skinner
30F2300D718745F...

Approved by Contracts/Purchasing Officer — 2/3/2026 | 2:58 PM PST — Date

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Branch's Janitorial Service, Inc.,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:
Janitorial duties for the Carmel Valley Library

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$**12,900

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 07/01/2026 to 06/30/2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:
Name and Title: Jennifer Hansen-Administrative Services Officer
Adress: 188 Seaside Circle, Marina, CA 93933
Phone: 831-883-7569

FOR CONTRACTOR:
Name and Title: Samuel Branch-Owner
Adress: 218 Reindollar Ave STE 5B Marina, CA 93933
Phone: 831-384-2579

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form

Office of the County Counsel1 Susan K. Blitch, 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

Samuel Branch Branch's janitorial Service

Contractor/Business Name*

By: DocuSigned by: Samuel Branch 290635F6A5D84FA...

(Signature of Chair, President, or Vice-President)

Name and Title

Date: 2/3/2026 | 12:13 PM PST

By: Samuel Branch

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Name and Title

Date:

County Board of Supervisors' Agreement No. _____ approved on_____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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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:

University of Cincinnati Research Institute (UCRI)

(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: training sessions for Probation staff on Effective Practices in Community Supervision (EPICS) and Training of Trainer (TOT) sessions to include follow up coaching for both for a period of up to six (6) months.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 176,750.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Insurance Modification;

Exhibit C: Exceptions to County Standard Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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10.05 **Royalties and Inventions:** ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jose Ramirez, Chief Probation Officer	Patrick Clark, Executive Director and CFO
Name and Title	Name and Title
20 E. Alisal Street, Salinas, CA 93901	PO Box 19614, Cincinnati, OH 45219
Address	Address
(831)755-3913	(513)556-2628
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** ~~The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.~~

Initial FMG Initial PC

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brenton A46091E5DE63489...

County Counsel

Date: 2/24/2026 | 3:07 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Andrea Valentine 25834C004041E449...

Auditor/Controller

Date: 2/24/2026 | 4:06 PM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

University of Cincinnati Research Institute (UCRI)

Contractor/Business Name *

By: Signed by: Frank M. Gerner 5303936B0B504DE...

(Signature of Chair, President, or Vice-President)

Frank M. Gerner, UCRI Board Chairman

Name and Title

Date: 2/24/2026 | 9:49 AM PST

By: Signed by: Patrick Clark B98DBEDEB1AE442...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Patrick Clark, Executive Director & CFO

Name and Title

Date: 2/24/2026 | 1:05 PM EST

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT-A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SERVICE AGREEMENT
BETWEEN
County of Monterey
Monterey County Probation Department, hereinafter "County"
AND
University of Cincinnati Research Institute, hereinafter "CONTRACTOR"

This Exhibit-A shall be incorporated by reference as part of the Professional Service Agreement (PSA) governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

PURPOSE

The purpose of this Agreement is to provide training sessions on ***EPICS, Effective Practices in Community Supervision*** and provide all necessary training materials. The goal of this training is to teach probation officers how to apply the principles of effective intervention to community supervision practices. The training teaches officers how to use the EPICS model to target higher risk offenders and their criminogenic needs using cognitive-behavioral interventions and core correctional practices. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and use a social learning, cognitive-behavioral approach to their interactions. End User Training is 3-days in person followed by up to 5-months of follow up coaching. Examples of cognitive-behavioral interventions include structured skill building and cognitive restructuring. Examples of core correctional practices include relationship skills, teaching skills, problem-solving, and effective reinforcement and disapproval.

OBJECTIVES

- Learn, understand, and be able to apply the principles of effective intervention
- Learn and be able to implement the EPICS model
- Learn and understand the EPICS Action Plan
- Learn and understand cognitive behavioral interventions
- Learn and understand key core correctional practices and how to implement specific cognitive behavioral intervention tools
    - Relationship skills
    - Structured skill building
    - Effective reinforcement, disapproval, and use of authority
    - Problem-solving
    - Cognitive Restructuring
- Learn how to work with families

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A. SCOPE OF WORK

A.1 The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
Trainers will provide End User training to approximately 30 students per session (up to a total of 120 students) in the three-day session as outlined in the Overview and follow up coaching for a period of up to five (5) months;

END USER TRAINING
Three (3) days of In Person End User Training with two (2) UCCI trainers on the following four (4) session dates:

4/13-4/15, 4/21-4/23, 4/27-4/29, and 5/4-5/6.

Please note that these dates could be rescheduled if there is a conflict with CONTRACTOR training calendar.

Within four (4) weeks of EPICS implementation:

Follow up coaching for a period of up to six (6) months to include review and feedback of submitted trainee audio sessions via video conference coaching call. Includes initial trainee audio session with four (4) additional cycles of audio submission and coaching call feedback.

OVERVIEW
Components of the 13-module curriculum include the following:
M1: Rationale and Foundation
M2: EPICS model
M3: Building a Collaborative Relationship
M4: Setting Goals
M5: Identifying Targets for Change
M6: Cost-Benefit Analysis
M7: Cognitive Restructuring
M8: Structured Skill Building
M9: Problem Solving
M10: Reinforcement
M11: Punishment
M12: Continuing to Support Behavior Change
M13: Summary and Fidelity Measures

END USER
Each end user session is three days of training for a maximum of 30 trainees, and is outlined below:
Day 1: Introduction to EPICS, Modules 1 - 5 description/demonstrations/teach backs
Day 2: Modules 6 - 9 description/demonstrations/teach backs
Day 3: Modules 10 - 13 description/demonstrations/teach backs, Implementation discussion

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A.2 The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
Trainers will provide **Training of Trainers (TOT)** to up to ten (10) students with two (2) UCCI trainers in the five-day session as outlined below:

TRAINING OF TRAINERS (TOT)
One (1) EPICS Training of Trainer (TOT) In Person Session for up to ten (10) staff for one eight(8) day training that includes five (5) days classroom and three (3) days of observation. Included is also support during the newly trained trainers 5-months of follow up coaching for newly trained end users.

Dates and locations for TOT Sessions are to be determined based on availability of CONTRACTOR staff and County staff.

The EPICS TOT is a 5-day in person training followed by a 3-day in person observation of the training and random observation of the coaching process that prepares previously trained staff in EPICS to train other end users in the model. Alternatively, the **TOT** can be delivered across 10 half-day synchronous virtual sessions with trainers and 5 half-days of virtual observation as the new trainers train new end users. UCCI-approved Master Trainers provide the TOT training. The maximum number of TOT training participants is 10 individuals.
The training covers EPICS training and coaching logistics, content, and strategies. It also provides the opportunity for each participant to practice delivering training via teach backs and a live end-user session. Each participant is also responsible for coding audios and serving as an EPICS coach for a complete coaching sequence. The full training is designed to allow the participants to demonstrate the essential EPICS trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the TOT classroom training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of EPICS, its application and follow-up coaching.
ToT Selection Criteria
To be eligible for this training, staff must have:
1) Trained in the model (attended the initial end user training delivered by UCCI-approved trainers)
2) Consistent use the model (submitted 5 audio sessions as part of the end user follow up coaching process)
3) Active participation in coaching sessions (attended and participated in coaching sessions as part of the end user follow up coaching process)
4) Final tape must be graded as "satisfactory" or higher in 85% of items
5) Interest in being a trainer

ToT Participant Selection Guidelines
In addition to attending the facilitator training and receiving EPICS certification from UCCI, individuals selected to attend TOT training should:

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1) Possess skill and comfort with public speaking, preferably with experience conducting training; Demonstrate a thorough understanding of the agency selected risk assessment;1
2) Value the use of the assessment;
3) Have a flexible schedule that allows for training time, supported by your organization;
4) Be a reliable and long-term employee within your agency; and
5) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

After completing the training and receiving acceptable scores on teach-backs, trainer delivery of the end user session, and the exam, as well as the coding of audios and coaching process, Certified Trainers may begin training EPICS. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:
1) Attend and fully participate in the entire in person or virtual ToT Training process;
2) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the mock training;
3) Pass the written ToT examination
4) Fully participate in conducting an in person or virtual live end user EPICS training as observer by a UCCI Master Trainer;
5) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material during the end user training;
6) Act as the lead coach on at least one coaching session; and
7) Code two audios with strong inter-rater agreement with UCCI.

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI. Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign **Attachment A - MOU (**at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified**.**

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A.3 The County shall provide the following items:

a. Training room large enough to accommodate individual training capacity
b. Breakout room large enough to accommodate half of the individual training capacity (if needed)
c. Projector and screen in the training room to show a Power Point presentation
d. Audio/visual capabilities in the training room to show training videos
e. Tables with chairs in the training room for trainees, preferably in a U-shape for the total training capacity
f. Flip chart paper (self-sticking to the wall, or a roll of painter's tape to hang sheets up)
g. Flip chart markers

Training room(s) may be located at:

1) **Northridge Mall Community Room**
796 Northridge Drive
Salinas, CA 93906

2) **County of Monterey**
1441 Schilling Place
Salinas, CA

3) **TO BE DETERMINED**

A.4 TERM OF AGREEMENT

Subject to other Agreement provisions, the period of performance under this Agreement will be April 1 , 2026 through June 30, 2027.

A.5 MODIFICATIONS/ADDITIONS TO STANDARD AGREEMENT LANGUAGE

County and CONTRACTOR agree to the modifications to the standard langauge as per attached **Exhibit C.**

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay the amount of **$176,750** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Training Session	Session Cost	Total
End User Training	**$34,750**/per session x 4 sessions	$139,000
Training of Trainer (TOT)	**$37,750**/per session	$37,750
Total		**$176,750**

The inclusive training fees for all sessions include all salaries, benefits, training material production and shipment, taxes, travel accommodation and expenses, and administrative costs.

There is no additional travel reimbursement under this Agreement. All travel costs are included in the training fee.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall be sent via email to 255-probationfinanceap@countyofmonterey.gov
or to the following address:

Monterey County Probation Department
Attention: Finance Division
20 E. Alisal Street, 2nd Floor
Salinas, CA 93901

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B – INSURANCE MODIFICATION

Auto Liability:
CONTRACTOR (University of Cincinnati Research Institute) represents that all services under this Agreement will be performed offsite and not on County premises and will not involve the use of vehicles. Accordingly, the requirement to maintain automobile liability insurance is waived. If the scope of services changes during the term of this Agreement such that vehicle use becomes necessary, this waiver shall be reconsidered, and CONTRACTOR may be required to obtain and maintain automobile liability insurance as a condition of continuing services. This modification of insurance does not affect the CONTRACTOR's responsibility and duty to indemnify the County under the provisions of this Agreement**.**

Workers Compensation:
At the time of execution of this Agreement, CONTRACTOR (University of Cincinnati Research Institute) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should CONTRACTOR hire employees during the term of this Agreement, CONTRACTOR shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 9.03 of this Agreement.

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EXHIBIT C – EXCEPTIONS TO COUNTY STANDARD AGREEMENT

1. Section 10.0, Records and Confidentiality, Paragraph 10.05, Royalties and Inventions, is modified to read:
   "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 all other works of similar nature *which are unique and specific to County and are not CONTRACTOR's pre-existing or background intellectual property or any derivatives or improvements thereof*."

2. Section 16.0, Miscellaneous Provisions, Paragraph 16.06, Assignments and Subcontracting, is modified with the addition of the following language:
   " County hereby consents to CONTRACTOR'S subcontracting of the services covered under this Agreement to CONTRACTOR'S subcontractor by Affiliation, the University of Cincinnati Corrections Institute."

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ATTACHMENT A

UNIVERSITY OF CINCINNATI (UC)
EPICS TRAINING-OF-TRAINERS (TOT)
MEMORANDUM OF UNDERSTANDING (MOU)

Under this Agreement, _____ (PRINT AGENCY TRAINER NAME), from _____ (PRINT AGENCY NAME), I consent to the following:

(a) I acknowledge and understand UC's EPICS Training-of-trainers protocol as outlined in the attached description.

(b) I forfeit all rights to train UC's EPICS model and accompanying training curriculum upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).

(c) I will not train UC's EPICS model and accompanying training curriculum outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).

(d) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.

(e) I recognize that the University of Cincinnati holds ownership and copyright of UC's EPICS model and accompanying training curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

_____ _____
Trainee Date

_____ _____
University of Cincinnati Representative Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Foundation Risk Partners
625 Eden Park Dr, Ste 350
Cincinnati OH 45202

License#: L100460

CONTACT NAME: Jennifer Nugent
PHONE (A/C, No, Ext): 513-358-0666 **FAX (A/C, No):**
E-MAIL ADDRESS: jnugent@foundationrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : Travelers Casualty Insurance Company of America	19046
INSURER C : Landmark American Insurance Company	33138
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
University of Cincinnati Research Institute
3080 Exploration Ave
Cincinnati OH 45206

UCRESEA-01

COVERAGES **CERTIFICATE NUMBER:** 748849174 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	PAC0645963	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PAC0645963	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			UMB0645964	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B C	Cyber Liability Professional Liability Professional Liability			0106228783LB LHR872729	12/20/2025 12/20/2025	12/20/2026 12/20/2026	Aggregate Each Claim Aggregate	2,000,000 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse or Molestation Coverage = $1,000,000 Each Abuse Limit / $2,000,000 Aggregate Limit.
Professional Liability policy is a claims-made and reported policy, the retroactive date is 12/20/2013.
The County of Monterey, Its Officers, Agents and Employees are included as Additional Insured for General Liability, on a primary and non-contributory basis, if required by written contract. Waiver of Subrogation in favor of The County of Monterey, Its Officers, Agents and Employees is included for General Liability if required by written contract.

CERTIFICATE HOLDER

County of Monterey Contracts/Purchasing Dept
1488 Schilling Place
Salinas CA 93901
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CG 89 70 (Ed. 11/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	**Limit of Insurance**	**Page**
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	$ 20,000	3
Damage to Premises Rented to You	$ 1,000,000	3
Supplementary Payments - Bail Bonds	$ 3,000	4
Supplementary Payments - Loss of Earnings	$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	$ 1,000/$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;

2. it is hired, chartered or loaned with a trained paid crew;

3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $ 20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

i. rupture, bursting, or operation of pressure relief devices;

ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. flood

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of $ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4.** Other Insurance, paragraph **b.** Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:

   9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A** and **B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$ 3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$ 1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence**, **Offense**, **Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

   The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

   (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

   As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

   (aa) commence on a clearly identifiable day during the policy period; and

   (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

   (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

   (dd) be neither expected nor intended from the standpoint of any insured; and

   (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

   (ff) not originate at or from a storage tank or other container, duct or piping which:

   a. is below the surface of the ground or water; or

   b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

   Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A** and **B**:

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

   a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph **1.** above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

c. the Additional Insureds financial control of you; or

d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph **1.a.** above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph **1.b.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph **b.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION**.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph **2. Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

An additional insured under this Endorsement will as soon as practicable:

a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph **1. Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph **1.** above, paragraph **2. Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3)**, **j.(4)**, **j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to **2.** Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **$ 1,000**.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph **2.** of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:

h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e**.

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Memorandum of Understanding

Between the **MONTEREY COUNTY PROBATION DEPARTMENT** and **CENTRAL COAST OVERDOSE PREVENTION**.

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative framework between the Monterey County Probation Department ("Probation") and Central Coast Overdose Prevention ("CCODP") to support overdose prevention, harm reduction, and public health education within county-operated facilities. This MOU outlines mutual responsibilities, indemnification, data sharing protocols, and operational safeguards.

II. BACKGROUND INFORMATION

The parties agree with the following background facts:

A. CCODP is a California non-profit corporation that focuses on addressing substance use realities through harm reduction strategies, treatment options, and community support services in the Tri-County area (Monterey, San Benito, and Santa Cruz counties). CCODPs core business is to connect people with substance use information and treatment resources to combat the opioid epidemic and promote a safer, healthier California.

B. CCODP employs peer support specialists and contracts with a myriad of independent physicians to provide a business service model that provides professional and medical services. Under this agreement, CCODP will provide a limited scope of no cost professional services including outreach, harm reduction and referrals for substance use treatment. These services will be provided by CCODP staff and/or one or more of our contracted physicians licensed by the State of California. In consideration of the services rendered (CCODP) is able to support their mission to serve underserved communities and to meet their goals to eliminate overdoses and other negative substance-related outcomes in the Tri-County communities and beyond by increasing awareness, reducing stigma, educating the public, improving access to community support services and treatment options, exploring previously underutilized solutions, and treating substance use-related conditions with compassion.

III. SCOPE OF WORK

In consideration of the background information above, the parties mutually agree that CCODP will provide the following services within Probation facilities:

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- On-site and/or coordinated substance use disorder treatment services for youth housed at Juvenile Hall, including assessment, medication-assisted treatment when clinically indicated, ongoing clinical monitoring, and care coordination in collaboration with Juvenile Hall medical and behavioral health staff;
- Overdose prevention education and training;
- Distribution of naloxone and related harm reduction materials;
- Data collection and reporting for public health evaluation; and
- Staff and client engagement through outreach and support services

IV. TERM

This MOU shall commence on **April 1, 2026** and remain in effect until **March 31, 2031**, unless terminated earlier by either party with thirty (30) days written notice.

IV. INDEMNIFICATION AND HOLD HARMLESS

A. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from any and all claims, liabilities, damages, or expenses (including reasonable attorney's fees) arising out of or related to the negligent acts, errors, or omissions of its own officers, employees, or agents in connection with this MOU.

B. This dual indemnification clause shall survive the termination of this MOU.

V. FACILITY ACCESS AND CONDUCT

CCODP personnel shall comply with all facility rules, security protocols, and conduct expectations while operating within Probation facilities. Probation reserves the right to revoke access for any individual who violates these standards.

VI. DATA SHARING AND PII PROTECTION

Both parties acknowledge the importance of protecting Personally Identifiable Information (PII) and agree to the following:

A. All shared data shall be limited to the minimum necessary for program evaluation and service coordination;
B. PII shall be encrypted in transit and at rest, and stored in secure, access-controlled environments;
C. CCODP shall not disclose PII to third parties without written consent from Probation or the individual, unless required by law; and
D. Both parties shall comply with applicable federal, state, and local privacy laws, including HIPAA and the California Consumer Privacy Act (CCPA), where applicable.

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VII. INSURANCE

CCODP, including any employees and/or independent contractors shall maintain Professional Liability insurance, General Liability insurance, Hired and Non-owned Auto insurance and Workers' Compensation insurance.

VIII. CONFIDENTIALITY

All non-public information exchanged under this MOU shall be treated as confidential and used solely for the purposes outlined herein.

IX. NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be properly addressed as follows:

***Probation*:**	***CCODP*:**
Monterey County Probation Department	Central Coast Overdose Prevention
Attn: Jose Ramirez	Attn: Jesse Allured
Address: 20 E. Alisal Street Salinas, CA 93901	Address: 245 Washington Street Monterey, CA 93940
Telephone: (831) 755-3913	Telephone: (626) 252-4450
Email: Jramirez2@countyofmonterey.gov	Email: jallured@ccodp.org

X. AMENDMENT

This MOU may be amended only by mutual written agreement signed by authorized representatives of both parties. This Agreement supersedes all prior discussions, agreements, or understandings between Probation and CCODP, whether express or implied. Both Parties agree that no promise or representation regarding the subjects addressed in this Agreement have been made by either Party, other than those expressly set forth in this Agreement. No change or modification of this Agreement shall be valid unless in writing and signed by both Parties.

THIS SECTION LEFT INTENTIONALLY BLANK

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XI. SIGNATURES

By signing below, both parties affirm their commitment to the terms of this MOU.

Monterey County Probation Department:

By: Jose Ramirez

Title: Chief Probation Officer

Date:

Central Coast Overdose Prevention:

Signed by:
9589D7CB0628491...

By: Jesse Allured

Title: Executive Director

Date: 2/12/2026 | 11:04 AM PST

Signed by:
44E083B3FBEA412...

Anne K. Brereton
Deputy County Counsel
County of Monterey

Date: 2/12/2026 | 1:30 PM PST

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Meals on Wheels of the Monterey Peninsula,

(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: congregate and home delivered meals, nutrition education, and health promotion services to seniors.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 916,052.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

See page 11(a) for a list of Exhibits

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Roderick W. Franks, Director	Christine Winge, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	700 Jewel Avenue, Pacific Grove, CA 93950
Address	Address
831-755-4430	831-375-4454 ext. 112
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

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of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Roderick Franks
Department Head (if applicable)

Date: 6/18/2025 | 4:04 PM PDT

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Anne Brereton
County Counsel

Date: 6/3/2025 | 3:38 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 6/4/2025 | 7:32 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Meals on Wheels of the Monterey Peninsula
Contractor/Business Name *

By: DocuSigned by:
(Signature of Chair, President, or Vice-President)

Rory S. Coetzee
Name and Title

Date: 6/3/2025 | 8:58 AM PDT

By: Signed by: Debbie Winick
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Debbie Winick Secretary
Name and Title

Date: 6/3/2025 | 9:34 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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LIST OF EXHIBITS
Meals on Wheels of the Monterey Peninsula

Exhibit A	Scope of Services
Exhibit A-1	Scope of Services – Title III C-1/NSIP
Exhibit A-2	Scope of Services – Title III C-2/NSIP
Exhibit A-3	Scope of Services – Title III D
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget – Title III C-1/NSIP
Exhibit C-2	Budget – Title III C-2/NSIP
Exhibit C-3	Budget – Title III D
Exhibit D-1	Sample Invoice
Exhibit D-2	Sample Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Sample Quarterly Narrative Report
Exhibit D-5	Sample Quarterly Monitoring Visit Report
Exhibit D-6	Equipment Purchase Guidelines
Exhibit D-7	Inventory Listing (AAA Funded Inventory)
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs
Exhibit H	Elder Abuse & Neglect Reporting

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SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA

A. TOTAL FUNDING: $916,052

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Marleen Bush, Community Affiliation Manager
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

Contractor Information &
Disaster Preparedness Coordinator:
Christine Winge, Executive Director
(831) 375-4454 ext. 112
cwinge@mowmp.org

Location of Services:
Meals on Wheels of the Monterey Peninsula
700 Jewel Avenue
Pacific Grove, CA 93950
(831) 375-4454, Fax (831) 375-9887

Senior Nutrition Program – Congregate Meals Dining Sites:		
Meals on Wheels Community Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	**Monterey Senior Center** T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	**Los Abuelitos Senior Apartments (CHISPA)** M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	**Junsay Oaks Senior Apartments (CHISPA)** M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	**Firehouse Community Center** M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
Sherwood Village (CHISPA) M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	**Marina Manor Senior Housing (CHISPA)** M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	**El Estero Senior Housing (CHISPA)** M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811		

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D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: N8TXNJ8SBTT7
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03
CFDA and Dollar Amounts:
D.1 93.045 (Title III C-1, Congregate) $473,958
D.2 93.045 (Title III C-2, Home Delivered) $423,278
D.3 93.053 (NSIP C-1) $0
D.4 93.053 (NSIP C-2) $0
D.5 93.043 (Title III D, Health Promotion) $18,816
Federal Award Description:
D.6 Title III, Part C – Nutrition Services
D.7 Nutrition Services Incentive Program (NSIP)
D.8 Title III, Part D – Disease Prevention and Health Promotion Services
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:
F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits A, A-1, A-2** and **A-3**, attached.

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and the California Code of Regulations Title 22. Social Security, Division
1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided at the following locations, at a minimum:

G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5
G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,
H.2 Participating in bi-monthly ADRC meetings,
H.3 Referring individuals to ADRC partner agencies,
H.4 Connecting individuals with other services through a warm hand-off when possible, and
H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

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CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

I.1.1 Any older individual.

I.1.2 The spouse of any older individual.

I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.

I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in

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the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits A, A-1, A-2** and **A-3**.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.

L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-6**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits A, A-1, A-2** and **A-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit B**, Section I. PAYMENT BY COUNTY and shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2026.

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CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate

O. PAYMENT SUMMARY:

Funding Type	*Fiscal Year 2025-26 TOTALS*
Title III C-1, Congregate	$473,958
NSIP C-1	$0
SUB-TOTAL	$473,958
Title III C-2, Home Delivered	$423,278
NSIP C-2	$0
SUB-TOTAL	$423,278
Title III D, Health Promotion	$18,816
TOTAL:	$916,052

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **four hundred seventy-three thousand, nine hundred and fifty-eight dollars ($473,958)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred twenty-three thousand, two hundred and seventy-eight dollars ($423,278)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **eighteen thousand, eight hundred and sixteen dollars ($18,816)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **nine hundred sixteen thousand, and fifty-two dollars ($916,052)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AAA-2526-32-03. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

(End of Exhibit A)

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TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit A** in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars ($2,000.00). The

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County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Title III C-1 Congregate Meals are lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws, and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the Congregate Meals funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: 39,340

Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	9,835	Units (25%)
by December 31st:	19,670	Units (50%)
by March 31st:	29,505	Units (75%)
by June 30th:	39,340	Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

Title III C-1 and NSIP meals are registered services which require unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

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CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

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TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious home-delivered meals Monday through Friday in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

Eligibility and Prioritization:

- Eligibility: Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit A**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term “otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- Prioritization: Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

Initial Reassessments: CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

Quarterly Reassessments: CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the HDM funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: 60,000 Meals

Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th :	15,000 Units (25%)
by December 31st:	30,000 Units (50%)
by March 31st:	45,000 Units (75%)
by June 30th:	60,000 Units (100%)

A.2 Service:

Nutrition Education (Non-Registered)

Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

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isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 and NSIP meals are registered services which require unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-2 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

TITLE III D (CFDA #93.043)
HEALTH PROMOTION
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community Center in Pacific Grove. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

A.1 Service:

Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. A list of Evidence-Based programs can be found on the National Council on Aging website located here: https://www.ncoa.org/evidence-based-programs.

Unit Measure:

1 Contact

Estimated Service Units to be delivered: 988 Contacts

Benchmark of Service Units:

by September 30th:	247	Units (25%)
by December 31st:	494	Units (50%)
by March 31st:	741	Units (75%)
by June 30th:	988	Units (100%)

A.2 Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants led by trained coaches. The program enables participants to reduce the fear of

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falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis and Fall Prevention:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits C-1, Exhibit C-2,** and **Exhibit C-3**. Only the costs listed in **Exhibits C-1, Exhibit C-2,** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits C-1, Exhibit C-2, and Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

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requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one:			
Title III C-1	X	93.045
Title III C-2		93.045
NSIP		93.053

Budget Version

Check one:		
Original	X	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only	
Reviewed for:	Date Budget Received:
Completeness and Accuracy	Budget Approved by Fiscal Officer: Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:
Indirect Cost limit 10%	Get-Care Updated by Vendor:
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:
	Budget Template Last Updated: 3/26/25 Aracel Madrid

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BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: Congregate Meal Program

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	295,948	30,141
Payroll Taxes- ERE	22,000	
Employee Benefits- ERE	50,000	
SUBTOTAL (Personnel Costs):	367,948	30,141
*Travel		
Training		
Space	14,000	
Food	110,000	
Client Support	16,500	
Equipment	2,500	
Materials and Supplies	3,500	
Operating Expenses	38,000	
Indirect Costs		
Column Totals:	552,448	30,141
	Total Budget:	$ 582,589

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				$ -
1	All Kitchen Staff	$695,986.00	14%	$ 97,438
				$ -
1	Bookkeepers	$104,000.00	21%	$ 21,840
1	Development Staff	$272,000.00	15%	$ 40,800
1	Meal Delivery Drivers	$102,000.00	31.00%	$ 31,620
1	Operations Staff	$242,000.00	24.00%	$ 58,080
1	Congregate Coordinator	$24,000.00	70.00%	$ 16,800
1	Concierge	$55,000.00	35.00%	$ 19,250
1	Custodian	$44,000.00	23.00%	$ 10,120
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,538,986		$ 295,948
	Payroll Taxes- ERE			$ 22,000
	Employee Benefits- ERE			$ 50,000
	Total Paid Staff			$ 367,948

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	$33.49	600.0	$ 20,094
	Volunteer Servers	$33.49	300	$ 10,047
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 30,141

	Total Personnel Costs			$ 398,089

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	18,490	Section E, autofill
11	NSIP		(+)	-	Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	90,141	Section G, autofill
14	Federal OTO/consulting		(+)	-	Contract Amount
15	AAA Grant Funds		(+)	473,958	Contract Amount
16	Total Funding		(=)	$ 582,589	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	-	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	-	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)		Contract Amount
23	Total Funding		(=)	$ -	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		39,340	-
25	Donation per Meal	(x)	$ 0.47	
26	Program Income	(=)	$ 18,490.00	$ -
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**39,340**	**-**
28	Number of TIII Qualifying Meals-		**39,340**	***Different from NSIP Meals for C-2programs only:***

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		60,000	30,141	$ 90,141
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 60,000	$ 30,141	$ 90,141

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Congregate Meal Program									
Original Amount	582,589	0	0	0	473,958	18,490	60,000	30,141	59,400
Fund Increase		0	0	0	0	0	0	0	0
10.53%	582,589	0	0	0	473,958	18,490	60,000	30,141	59,400
									Test
Required Match (Original)	582,589	0	0	0	473,958	18,490	60,000	30,141	match OK
Required Match (Amended)	582,589	0	0	0	473,958	18,490	60,000	30,141	match OK

This is an informational tool to help you self-check compliance with match requrements.

Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one:			
	Title III C-1		93.045
	Title III C-2	X	93.045
	NSIP		93.053

Budget Version

Check one:			
	Original	X	7/1/2025
	Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Araceli Madrid

Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc
Project: Home Delivered Meals

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	235,821	276,293
Payroll Taxes- ERE	18,000	
Employee Benefits- ERE	60,000	
SUBTOTAL (Personnel Costs):	313,821	276,293
*Travel		
Training		
Space		
Food	203,200	
Client Support		
Equipment	3,500	
Materials and Supplies	2,500	
Operating Expenses	43,200	
Indirect Costs		
Column Totals:	566,221	276,293
	Total Budget:	$ 842,514

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
1	1st Shift Kitchen Staff	$495,486.00	29%	$ 143,691
1	HDM Full Time Staff	$220,000.00	30%	$ 66,000
				$ -
1	Bookkeeper	$73,000.00	5%	$ 3,650
1	Development Staff	$272,000.00	5%	$ 13,600
				$ -
1	Volunteer Recruiter	$74,000.00	12.00%	$ 8,880
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,134,486		$ 235,821
	Payroll Taxes- ERE			$ 18,000
	Employee Benefits- ERE			$ 60,000
	Total Paid Staff			$ 313,821

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	HDM Volunteer Drivers	$33.49	7,750.0	$ 259,548
	Kitchen Volunteers	$33.49	500	$ 16,745
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 276,293

	Total Personnel Costs			$ 590,114

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	-	Section E, autofill
11	NSIP		(+)		Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	-	Section G, autofill
14	Federal OTO/consulting		(+)		Contract Amount
15	AAA Grant Funds		(+)		Contract Amount
16	Total Funding		(=)	$ -	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	33,000	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	386,236	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)	423,278	Contract Amount
23	Total Funding		(=)	$ 842,514	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	Home Delivered (C-2)
24	Number of NSIP Meals Contracted		-	60,000
25	Donation per Meal	(x)		$ 0.55
26	Program Income	(=)	$ -	$ 33,000.00
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**-**	**60,000**
28	Number of TIII Qualifying Meals-		***Different from NSIP Meals for C-2programs only:***	
				60,000

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
   1. Participant donations from persons who participate or benefit from such activities.
   2. Usage or rental fees.
   3. Sales of assets purchased with grant funds.
   4. Royalties, patents, and copyrights.

Not to be included are:
   1. Revenues from non-activity related fund-raisers.
   2. Gifts from philanthropic organizations or individuals.
   3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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Docusign Envelope ID: D4C7881F-E877-4584-8085-98A38DD07BF0

SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		109,943	276,293	$ 386,236
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 109,943	$ 276,293	$ 386,236

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Home Delivered Meals									
Original Amount	842,514	0	0	0	423,278	33,000	109,943	276,293	85,242
Fund Increase		0	0	0	0	0	0	0	0
10.53%	842,514	0	0	0	423,278	33,000	109,943	276,293	85,242
									Test
Required Match (Original)	842,514	0	0	0	423,278	33,000	109,943	276,293	match OK
Required Match (Amended)	842,514	0	0	0	423,278	33,000	109,943	276,293	match OK

This is an informational tool to help you self-check compliance with match requrements.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: **JULY 1, 2025 - JUNE 30, 2026**

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.
Pacific Grove, CA 93950

Project Name: Health Promotion Disease Prevention - Title 3D

Funding Source and Federal Catalog #

Check one:			
Title III B		93.044
Title III D	X	93.043
Title VII A		93.042
Title VII B		93.041

Budget Version

Check one:		
Original	x	7/1/2025
Revision		

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:
- Completeness and Accuracy
- Reviewed for Allowable Costs
- Required Match of 10.53%
- Indirect Cost limit 10%

Date Budget Received:
Budget Approved by Fiscal Officer: Araceli Madrid
Budget Approved by Program:
Get-Care Updated by Vendor:
Get-Care Verified by Fiscal Officer:
Budget Template Last Updated: 3/26/25 Araceli Madrid

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JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency:	Meals on Wheels of the Monterey Peninsula, Inc
Project:	Health Promotion Disease Prevention - Title 3D

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	19,250	8,875
Payroll Taxes- ERE	1,500	
Employee Benefits- ERE	-	
SUBTOTAL (Personnel Costs):	20,750	8,875
*Travel		
Training		
Space	3,700	
Food		
Client Support		
Equipment		
Materials and Supplies	-	
Operating Services	1,200	
Indirect Costs		
Column Totals:	25,650	8,875
	Total Budget:	$ 34,525

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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Meals on Wheels of the Monterey Peninsula, Inc

SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program	Program Cost
1	Operations Manager	$58,000.00	3%	$ 1,740
1	Facility SetUp	$47,000.00	12%	$ 5,640
1	Concierge	$55,000.00	10%	$ 5,500
1	Marketing Coordinator	$51,000.00	3%	$ 1,530
1	Custodian	$44,000.00	11%	$ 4,840
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 255,000		$ 19,250.00
	Payroll Taxes- ERE			$ 1,500.00
	Employee Benefits- ERE			
	Total Paid Staff			$ 20,750.00

No.	In-Kind: Donated Services	Hourly Wage	Hours on Program	Program Cost
1	Instructors	$33.49	265	$ 8,875.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 8,875.00

	Total Personnel Costs			$ 29,625

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), columns 2 and 3.

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SECTION C:

Funding Source Summary

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		$ -
Contributions (+) Non-Matching	Section E	-	-	$ -
Contributions (+) Matching	Section F	6,834	8,875	$ 15,709
AAA Grant Funds		18,816		$ 18,816
Total Funding		$ 25,650	$ 8,875	$ 34,525

SECTION D:

Program Income

	Amount
Total:	$0.00

Program Income Definition: Program Income is defined as earnings by a service provider realized from grant supported activities.

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION E Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A -			$ -
Government Agencies:	B -			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		6,834	8,875	$ 15,709
Government Agencies:	A -			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 6,834	$ 8,875	$ 15,709

Total of Cash and In-Kind funds should equal Section C.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III B funds (Excluding 3B Ombudsman).
Title III-D, VII-A & VII-B funding do not have a match requirement.
To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, and multiply by the minimum % matching requirement above. Match may be met by Cash or In-Kind contributio

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Health Promotion Disease Prevention - Title 3D								
Original Amount	34,525	0	0	18,816	0	6,834	8,875	3,635
Fund Increase		0	0	0	0	0	0	0
10.53%	34,525	0	0	18,816	0	6,834	8,875	3,635
								Difference
Required Match (Original)	34,525	0	0	18,816	0	6,834	8,875	match OK
Required Match (Amended)	34,525	0	0	18,816	0	6,834	8,875	match OK

SAMPLE GetCare Service Invoice Summary
Area Agency on Aging (PSA32) – Program 123

Invoice: I0000001234 **Status:** Submitted **Invoice Type:** Original **Date Created:** 08/10/2025 **Total Requested:** $000
Contract: Name of Agency **BFY:** 2025-26 **Service Delivery:** 07/01/2025 **Last Modified:** 07/01/2025 **Verified Amount:** 0.00
Controlling Agency: Area Agency on Aging (Monterey County DSS)

Invoice Details

Invoice Detail Number	Comment	Type	Requested Amount	AAA Invoice Total	Status
I0000001234		Budget	$1,000	$2,000	Approved

Dates: 07/01/2025 To: 07/31/2025
Service: Name of Service
Subcontractor/Provider: Name and Address

Total Amount	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Personnel	0.00	0.00	0.00	0.00	0.00	0.00
ERE (Employee Related Expense)	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Space	0.00	0.00	0.00	0.00	0.00	0.00
Food	0.00	0.00	0.00	0.00	0.00	0.00
Client Support	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
One Time	0.00	0.00	0.00	0.00	0.00	0.00
Ongoing	0.00	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Operating Services	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Sub-total	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00

	Budgeted	Request Amount	Remaining
AAA Grant	0.00	0.00	0.00
OTO Grant	0.00	0.00	0.00
NSIP Grant	0.00	0.00	0.00
Other	0.00	0.00	0.00
Requested Amount Total	0.00	0.00	0.00
Requested Amount	0.00		
AAA Invoice Total	0.00		

Budgeted Units	Remaining Units	Registered Units	
0.00	0.00	0.00	0.00

Matches and Income:

	Budgeted Cash	Budgeted In-Kind	Cash	In-Kind	Remaining Cash	Remaining In-Kind
Project Income		0.00		0.00		0.00
Non-Match	0.00	0.00	0.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00	0.00
Total Match		0.00		0.00		0.00
Required Match		0.00		0.00		0.00

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Provider Annual Closeout Summary

EXHIBIT D-2

Parameters

Date:	07/01/2025 TO 06/30/2026	Service:	Name of Service	Contract Number:	All
Region:		Program:	All		All
Provider:	A	Service Detail:			

Name of Program and Service Units

Description	FY Total	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Personnel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
ERE	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Travel	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Space	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Food	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Client Support	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Equipment	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
One Time	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Ongoing	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Materials and Supplies	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Operating Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Pro and Outside Svcs	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Direct	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0

	Total Expenses	Project Income	NSIP Grant	AAA Grant	Non-Match Cash	Non-Match In Kind	Match Cash	Match In Kind	Required Match
FY to Date	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000
Budget	$ 00,000	$ 0	$ 0	$ 00,000	$ 0	$ 0	$ 00,000	$ 00,000	$ 00,000

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

_____ Date _____ Approved by _____ Date _____

Signature (Name/Title) AAA Fiscal Officer

Fed Fund Source _____ State Fund Source _____

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EQUIPMENT ACQUISITION REPORT
COUNTY OF MONTEREY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Preparer's Signature:

Date Entered in AAA Database: _____

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Quarterly Narrative Report

Name of Agency:		Date:	
Completed by:		Program:	

Quarter:

☐ Jul – Sep 2025 ☐ Oct – Dec 2025 ☐ Jan – Mar 2026 ☐ Apr – Jun 2026

Narrative summary of program highlights (briefly summarize):

1. Program achievements & accomplishments:

2. Program challenges and barriers impacting service delivery:

3. Technical support interests and requests

4. Please give examples of success stories and customer testimonials (with name and city of residence), and photos if available with media release form.

EXHIBIT D-5

Quarterly Monitoring Visit Report

Site: _____ **Date of Visit** _____ **Please circle C1 and/or C2** **# of Meals ordered**_____ **# of Meals Served**_____

Serving Time _____ **Food temperature taken : delivery**_____ **serving**_____

Menu	Temperature		Comments	Activities During Visit
Entrée				☐ Site Monitoring
Starch:				☐ F/up to _____ (date)
Vegetable/ Salad				☐ Nutrition Education
Dessert/ Fruit				Topic:
Milk:				☐ Volunteers/Staff Training
Other:				Topic:

1. Food Production	Yes	No	Follow Up
a. Food served conforms to menu.			
b. Menu RD approved, substitution (s) documented?			
c. Foods ready on time.			
d. Proper temperature maintained.			
e. No. of portions sent matches no. ordered.			
f. Appearance: color, shape, variety, etc.			
g. Quality: flavor, texture, well-cooked, etc.			
h. Holding time does not exceed 2 hours.			
i. Leftovers appropriately utilized or discarded.			
2. Sanitation and Safety			
a. All areas neat and clean, floor, walls, ceilings.			
b. Light shield cleaned, burned out light bulbs replaced.			
c. Stove, oven can openers, serving utensils clean in good repair.			
d. Hood / vent clean and in good repair.			
e. Floor drain free from any debris.			
f. Pest control procedures available; automatic fly screen working if present; all outside doors, closed/ screened.			
g. Handwashing soap dispenser / single-use towels available. Hand washing sign posted.			
h. Using approved methods for washing serving utensils / trays.			
i. Ice Machine and Utility cart cleaned/sanitized			
j. Signs posted advising re not removing food.			
k. Fire extinguisher/ hood certificates current.			
l. Cleaning schedules posted and followed.			
m. Wiping cloths clean / sanitized.			
n. Test kits provided, utilized and logged.			
3. Refrigerator / Freezer			
a. Internal thermometers visible, working.			
b. Food covered, labeled and dated, stored in appropriate containers.			
c. Temperatures taken, logged daily.			
d. All Title III C food stored separately.			
e. Equipment is clean, (inside, outside).			
4. Food Transport			
a. Hot / cold equipment clean, in good condition.			
b. Travel/delivery sheet checked with driver.			
c. Equipment upon arrival kept off the floor.			
5. Staff and Volunteers			
a. Personal appearance clean and neat.			
b. Wearing hair restraints.			

5. Staff and Volunteers (continued)	Yes	No	Follow Up
a. Proper food handling techniques.			
b. Appropriate hand washing.			
c. Appropriate use of gloves.			
d. No drinking, eating or chewing gum.			
e. Using cleaned/ sanitized utensils.			
f. Following the portion control procedures.			
6. Dry Food Storage			
a. Clean, ventilated and orderly.			
b. Food stored at least 6" above the floor.			
c. Nonfood items (chemicals) stored separately.			
d. MSDS available and used.			
e. Opened packages stored in covered containers, labeled and dated.			
f. Rotation of products.			
g. Site back up foods clearly labeled and dated.			
h. Personal belongings stored away from food and supplies.			
i. Dented cans not retained.			
j. Mops & Brooms stored off the floor (cleaned).			
7. Management Practice			
a. Site manager's manual on hand/ followed.			
b. Staff/volunteers training adequate. Training attendance records obtained.			
c. Training sessions are evaluated by those receiving the training.			
d. Donations confidential /anonymous.			
e. Money handling procedure being followed.			
f. Sign-in accurate vs. actual participants. Provider has procedure for participants sign in themselves daily and make reservations.			
g. Monthly menus posted in dining room.			
h. Offer 2nds to participants using clean plates.			
i. Staff attend Manager's Meeting			
j. Staff food safety certification training completed.			
k. Environmental Health reports – on file, corrective action.			
8. Delivery			
a. Properly packaged and transported.			
b. Proper temperatures maintained and recorded.			
c. Appearance and food quality is good.			
d. Carrier clean and in good repair.			
e. Thermometer cleaned and sanitized.			
9. Other (Specify)			
e.			

Signature: _____ **Reviewed with** _____ **Date**_____

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Annual Monitoring Visit Narrative Write Up:

SITE NAME:_____

DATE OF VISIT:_____

REVIEWED BY: _____

STAFF INTERVIEWED: _____

CC:_____

ARRIVAL TIME: _____

1. Were the required quarterly food safety and sanitation monitoring completed timely and any findings were resolved?

2. The Health Department Permit (if applicable), ServSafe certificates, fire extinguishers posted and up to date?

3. Review the following areas: food preparation station, food service, temperature logs, food storage, dish room, and hand washing stations.

    a. Findings/Observations:

    b. Items to follow up on:

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EQUIPMENT PURCHASES

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property meeting all of the following criteria are subject to the reporting requirements:

1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)

2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.

E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.

F. <u>Disposal of Property</u>

1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

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approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.

G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:

1. For another CDA program providing the same or similar service

2. For another CDA-funded program

L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.

M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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AAA Funded Inventory
Meals on Wheels Monterey Peninsula

Subcontractor	Item Description	Model	Serial #	Purchase Date	Purchase Price	CDA Tag #	AAA Funding Used	Notes
Meals on Wheels Monterey Peninsula	Utility Cart steel table 2-shelf	Vollrath	2122778	03/2008	$1,038.00	8737	3C2	
Meals on Wheels Monterey Peninsula	True Refrigerator	TS-23	1234-1	04/2008	$2,310.70	8739	3C2	
Meals on Wheels Monterey Peninsula	Supreme Metal Steam Table	SUPHF3E		02/2013	$1,217.00	20260	3C1	
Meals on Wheels Monterey Peninsula	Supreme Metal Steam Table	SUPHF3E		02/2013	$1,217.00	20259	3C1	
Meals on Wheels Monterey Peninsula	Commercial Mixer 60 QT	Globe	7711265	5/7/2019	$17,009.00	22453	3C1	
Meals on Wheels Monterey Peninsula	Steam Kettle	K60GL	46-3033809	3/7/2020	$23,136.00	28390	3C1	
Meals on Wheels Monterey Peninsula	Tilt Skillet	VG40	46-3033515	3/23/2020	$19,134.00	28389	3C1	
Meals on Wheels Monterey Peninsula	Food Processor	CL55		4/11/2022	$6,240.00	36760	3C2	

Authorized Signature	Print Name and Title	Date

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Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

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(a) CONTRACTOR agrees:
(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
(ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
(iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.

(b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
(i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
(A) the disclosure is required by law; or
(B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
(ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

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COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

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comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Meals on Wheels of the Monterey Peninsula

By: DocuSigned by: D8C2A0984186426...

Title: Board Chair

Date: 6/3/2025 | 8:58 AM PDT

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CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
Signature: D8C2A0984186426...

Board Chair
Title

Meals on Wheels of the Monterey Peninsula
Agency/Organization

6/3/2025 | 8:58 AM PDT
Date

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AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended $750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of $750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than $750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit G-1.**

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b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records
Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
D8C2A0984186426...
(signature of authorized representative)

6/3/2025 | 8:58 AM PDT
(date)

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MEALS ON WHEELS OF THE MONTEREY PENINSULA
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

Program Name	County Dept.	Contract No.	CFDA #	Contract Period	Contract Amount	Expenditures		Amount Received from County		Identify Source of Funding for the Expenditures				
						Fiscal Year	Contract Life-to-Date	Fiscal Year	Contract Life-to-Date	Federal	Other Funds	Cash Match	In Kind Match	Total

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ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Meals on Wheels of the Monterey Peninsula

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website:
http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf

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Authorized Signature

6/3/2025 | 8:58 AM PDT
Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**
To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

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WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

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Monterey County
Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-17360
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with Meals on Wheels of the Monterey Peninsula to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors on the Monterey Peninsula and City of Salinas for the period of July 1, 2025 through June 30, 2026, in the amount of $916,052; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($91,605) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $1,007,657.

PASSED AND ADOPTED on this 17th day of June 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 17, 2025.

Dated: June 17, 2025
File ID: A 25-240
Agenda Item No.: 30

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-515
Meals on Wheels of the Monterey Peninsula

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Meals on Wheels of the Monterey Peninsula (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors for a term of July 1, 2025 through June 30, 2026 with a total contract amount of $916,052 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding $36,251** in Title III C-1 Nutrition Services Incentive Program (NSIP) funding and **$52,282** in Title III C-2 NSIP funding for a **new contract total of $1,004,585** with no change to the contract term.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: **"**The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$1,004,585."**

3. **Exhibit AA**, Section A **"TOTAL FUNDING"** is hereby amended to the following: **$1,004,585**

4. **Exhibit AA**, Section D **"CONTRACT AWARD INFORMATION"** is hereby amended to the following:
   "Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04"** and
   "CFDA Pass-through Information and Dollar Amount:
   1. 93.053 (NSIP C-1) **$36,251**
   2. 93.053 (NSIP C-2) **$52,282**"

5. **Exhibit AA,** Section G **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended with the following:
   "CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, AA-2** and **AA-3**."

6. **Exhibit AA,** Section K **"AUDIT PROVISIONS"** shall be amended with the following:
   "CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related

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federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, AA-2** and **AA-3**."

7. **Exhibit AA**, Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, AA-2 and AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting."

8. **Exhibit AA,** Section N **"INVOICE/PAYMENT PROVISIONS"** shall be amended with the following:
"COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I."

9. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" reflects an increase of **$36,251** to the **NSIP C-1** funding type and increase of **$52,282** to the **NSIP C-2** funding type in the table on page 7**.**

10. **Exhibit AA,** Section O "**PAYMENT SUMMARY**" shall be amended with the following:
"The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars ($510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars ($475,560)**." and

"The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars ($1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04**.*"* and

"*(End of Exhibit AA)*"

11. **Exhibit AA-1,** reflects changes to the performance benchmarks and funding rescinded.

12. **Exhibit AA-2,** reflects changes to the performance benchmarks and funding rescinded.

13. **Exhibit AA-3,** reflects changes to the performance benchmarks and funding rescinded.

14. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA, Exhibit AA-1, Exhibit AA-2, Exhibit AA-3, Exhibit CC-1 and Exhibit CC-2**.

15. **Exhibit CC-1** replaces Exhibit C-1 and reflects the addition of $**36,251** for a **new total of $510,209**.

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16. **Exhibit CC-2** replaces Exhibit C-2 and reflects the addition of $**52,282** for a **new total of $475,560**.

17. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

18. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: DocuSigned by: Roderick Franks 3CCBEC8E255F451...
DSS Director or Designee

Date: 11/5/2025 | 11:51 AM PST

Approved as to Form

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 11/5/2025 | 10:02 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 11/5/2025 | 11:00 AM PST

CONTRACTOR:
Meals on Wheels of the Monterey Peninsula

By: Signed by: Rory Coetzee D8C2A0984186426...
(Chair, President, Vice-President)

Rory S. Coetzee
(Print Name & Title)

Date: 11/4/2025 | 11:14 AM PST

By: Signed by: Debbie Winick C0D859ED6688413...
(Secretary, CFO, Treasurer)

Debbie Winick
(Print Name and Title)

Date: 11/4/2025 | 4:50 PM PST

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SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA

A. TOTAL FUNDING: **$1,004,585**

B. CONTRACT TERM: July 1, 2025 – June 30, 2026

C. CONTACT INFORMATION:

County Contract Monitor:
Marleen Bush, Community Affiliation Manager
Area Agency on Aging (AAA)
Department of Social Services (DSS),
Aging and Adult Services Branch (AAS)
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

Contractor Information &
Disaster Preparedness Coordinator:
Christine Winge, Executive Director
(831) 375-4454 ext. 112
cwinge@mowmp.org

Location of Services:
Meals on Wheels of the Monterey Peninsula
700 Jewel Avenue
Pacific Grove, CA 93950
(831) 375-4454, Fax (831) 375-9887

Senior Nutrition Program – Congregate Meals Dining Sites:		
Meals on Wheels Community Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	**Monterey Senior Center** T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	**Los Abuelitos Senior Apartments (CHISPA)** M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	**Junsay Oaks Senior Apartments (CHISPA)** M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	**Firehouse Community Center** M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
Sherwood Village (CHISPA) M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	**Marina Manor Senior Housing (CHISPA)** M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	**El Estero Senior Housing (CHISPA)** M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811		

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D. CONTRACT AWARD INFORMATION:

CONTRACTOR UEI Number: N8TXNJ8SBTT7
Date County Awarded Funding: 7/1/2025
Sub-award: State of California Department of Aging (CDA)
Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04**
CFDA and Dollar Amounts:
D.1 93.045 (Title III C-1, Congregate) $473,958
D.2 93.045 (Title III C-2, Home Delivered) $423,278
D.3 93.053 (NSIP C-1) **$36,251**
D.4 93.053 (NSIP C-2) **$52,282**
D.5 93.043 (Title III D, Health Promotion) $18,816
Federal Award Description:
D.6 Title III, Part C – Nutrition Services
D.7 Nutrition Services Incentive Program (NSIP)
D.8 Title III, Part D – Disease Prevention and Health Promotion Services
Research and Development: No
Indirect Cost Rate: 10%

E. BACKGROUND:

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

F. COMPLIANCE REQUIREMENTS:

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:
F.1 Clean Air Act, as amended. [42 USC § 7401]
F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

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(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/

G. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, AA-2** and **AA-3**, attached.

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and the California Code of Regulations Title 22. Social Security, Division 1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided at the following locations, at a minimum:

G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5

G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

H.1 Joining the ADRC network as a partner agency,

H.2 Participating in bi-monthly ADRC meetings,

H.3 Referring individuals to ADRC partner agencies,

H.4 Connecting individuals with other services through a warm hand-off when possible, and

H.5 Sharing information about your agency's services with ADRC partners.

I. TARGETING POLICY:

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Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching older adults in greatest economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 "Definitions."

- "Greatest economic need" means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- "Greatest social need" includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

I.1.1 Any older individual.

I.1.2 The spouse of any older individual.

I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.

I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

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I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail bushml@countyofmonterey.gov. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA, AA-1, AA-2** and **AA-3**.

L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over $5,000. Property with per unit cost of $5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

L.1 Less than $3,000 – One quote minimum is required.

L.2 More than $3,000 but less than $15,000 – A minimum of two quotes is required.

L.3 Greater than $15,000 but less than $50,000 – Three quotes are required.

Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

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Equipment must be received by June 30, 2026 for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-6**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-7**).

M. PROGRAM INCOME:

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered;
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2026.

N. INVOICE/PAYMENT PROVISIONS:

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA, AA-1, AA-2** and **AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I. PAYMENT BY COUNTY and shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2026.

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CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate

O. PAYMENT SUMMARY:

Funding Type	*Fiscal Year 2025-26 TOTALS*
Title III C-1, Congregate	$473,958
NSIP C-1	**$36,251**
SUB-TOTAL	**$510,209**
Title III C-2, Home Delivered	$423,278
NSIP C-2	**$52,282**
SUB-TOTAL	**$475,560**
Title III D, Health Promotion	$18,816
TOTAL:	**$1,004,585**

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars ($510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars ($475,560)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **eighteen thousand, eight hundred and sixteen dollars ($18,816)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars ($1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04**. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

*(End of Exhibit **AA**)*

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TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit AA** in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars ($2,000.00). The

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County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Title III C-1 Congregate Meals are lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws, and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the Congregate Meals funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: **42,360**

Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	**10,590**	Units (25%)
by December 31st:	**21,180**	Units (50%)
by March 31st:	**31,770**	Units (75%)
by June 30th:	**42,360**	Units (100%)

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

Title III C-1 and NSIP meals are registered services which require unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

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CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

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TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious home-delivered meals Monday through Friday in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

Eligibility and Prioritization:

- Eligibility: Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit AA**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term “otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- Prioritization: Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

Initial Reassessments: CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

Quarterly Reassessments: CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

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SCOPE OF SERVICES/PAYMENT PROVISIONS

A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition:

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals. Note: NSIP funds are an enhancement to the HDM funds.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: **67,400** Meals

Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th : **16,850** Units (25%)
by December 31st: **33,700** Units (50%)
by March 31st: **50,550** Units (75%)
by June 30th: **67,400** Units (100%)

A.2 Service:

Nutrition Education (Non-Registered)

Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

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isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 and NSIP meals are registered services which require unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III C-2 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage.

If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request. NSIP requires no local match, or in-kind match.

Incentive funding for NSIP requires no local match or in-kind match; however, NSIP funds can only be applied towards food costs.

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TITLE III D (CFDA #93.043)
HEALTH PROMOTION
SCOPE OF SERVICES

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community Center in Pacific Grove. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

A.1 Service:

Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. **Example: A program with two meetings per week for six weeks = 12 sessions.** A list of Evidence-Based programs can be found on the National Council on Aging website located here: https://www.ncoa.org/evidence-based-programs.

Unit Measure:

1 Contact

Estimated Service Units to be delivered: **200 Sessions**

Benchmark of Service Units:

by September 30th:	**50**	Units (25%)
by December 31st:	**100**	Units (50%)
by March 31st:	**150**	Units (75%)
by June 30th:	**200**	Units (100%)

A.2 Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants

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led by trained coaches. The program enables participants to reduce the fear of falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis and Fall Prevention:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

B. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term. The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

C. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

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MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2,** and **Exhibit C-3**. Only the costs listed in **Exhibits CC-1, Exhibit CC-2,** and **Exhibit C-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2, and Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov/tax-professionals/standard-mileage-rates.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA, Exhibit AA-1, Exhibit AA-2** and **Exhibit AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA, Exhibit AA-1, Exhibit AA-2** and **Exhibit AA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants

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shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from 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 COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

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fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one:	Title III C-1	X	93.045
	Title III C-2		93.045
	NSIP	X	93.053

Budget Version

Check one:	Original		
	Revision	X	7/1/2025

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only		
Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 10/20/25
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Aracel Madrid

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BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: Congregate Meal Program

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	329,780	30,141
Payroll Taxes- ERE	25,000	
Employee Benefits- ERE	26,000	
SUBTOTAL (Personnel Costs):	380,780	30,141
*Travel		
Training		
Space	40,000	
Food	120,000	
Client Support	-	
Equipment	2,500	
Materials and Supplies	3,500	
Operating Expenses	50,000	
Indirect Costs		
Column Totals:	596,780	30,141
	Total Budget:	$ 626,921

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				$ -
1	All Kitchen Staff	$674,000.00	12.0%	$ 80,880
1	Controller	$124,000.00	10.0%	$ 12,400
1	Cong Coord	$25,000.00	60.0%	$ 15,000
1	Development Staff	$440,000.00	15.0%	$ 66,000
1	Meal Delivery Drivers	$158,000.00	30.0%	$ 47,400
1	Operations Staff	$238,000.00	30.0%	$ 71,400
1	Bookkeeper	$76,000.00	15.0%	$ 11,400
1	Concierge	$55,000.00	30.0%	$ 16,500
1	Custodian	$44,000.00	20.0%	$ 8,800
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 1,834,000		$ 329,780
	Payroll Taxes- ERE			$ 25,000
	Employee Benefits- ERE			$ 26,000
	Total Paid Staff			$ 380,780

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	$33.49	600.0	$ 20,094
	Volunteer Servers	$33.49	300	$ 10,047
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 30,141

	Total Personnel Costs			$ 410,921

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	16,944	Section E, autofill
11	NSIP		(+)	36,251	Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	99,768	Section G, autofill
14	Federal OTO/consulting		(+)	-	Contract Amount
15	AAA Grant Funds		(+)	473,958	Contract Amount
16	Total Funding		(=)	$ 626,921	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	-	Section E, autofill
18	NSIP		(+)	-	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	-	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)		Contract Amount
23	Total Funding		(=)	$ -	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		42,360	-
25	Donation per Meal	(x)	$ 0.40	
26	Program Income	(=)	$ 16,944.00	$ -
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**42,360**	**-**
28	Number of TIII Qualifying Meals-		**42,360**	***Different from NSIP Meals for C-2programs only:***

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		69,627	30,141	$ 99,768
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals:	$ 69,627	$ 30,141	$ 99,768

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Congregate Meal Program									
Original Amount	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
Fund Increase		0	0	0	0	0	0	0	0
10.53%	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
									Test
Required Match (Original)	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK
Required Match (Amended)	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK

This is an informational tool to help you self-check compliance with match requrements.

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EXHIBIT CC-2

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one:			
	Title III C-1		93.045
	Title III C-2	X	93.045
	NSIP	X	93.053

Budget Version

Check one:			
	Original		
	Revision	X	7/1/2025

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454
Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Christine Winge 831-375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received:	
Completeness and Accuracy	Budget Approved by Fiscal Officer:	Araceli Madrid 10/20/25
Reviewed for Allowable Costs	Budget Approved by Program:	
Indirect Cost limit 10%	Get-Care Updated by Vendor:	
Required Match of 10.53%	Get-Care Verified by Fiscal Officer:	
	Budget Template Last Updated:	3/26/25 Araceli Madrid

Docusign Envelope ID: D2E67543-4A87-4402-8760-FE2F6C7234B6

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc
Project: Home Delivered Meals

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	313,524	276,293
Payroll Taxes- ERE	23,800	
Employee Benefits- ERE	25,000	
SUBTOTAL (Personnel Costs):	362,324	276,293
*Travel		
Training		
Space	8,000	
Food	228,000	
Client Support		
Equipment On-Going (Repairs & Maintenance)	3,500	
Materials and Supplies	2,500	
Operating Expenses	40,000	
Indirect Costs		
Column Totals:	644,324	276,293
	Total Budget:	$ 920,617

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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SECTION B:

SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
1	Kitchen Staff	$674,000.00	25%	$ 168,500
1	HDM Staff	$242,000.00	50%	$ 121,000
				$ -
				$ -
				$ -
				$ -
1	Volunteer Recruiter	$72,800.00	33.00%	$ 24,024
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries	$ 988,800		$ 313,524
	Payroll Taxes- ERE			$ 23,800
	Employee Benefits- ERE			$ 25,000
	Total Paid Staff			$ 362,324

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	HDM Volunteer Drivers	$33.49	7,750.0	$ 259,548
	Kitchen Volunteers	$33.49	500	$ 16,745
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff			$ 276,293

	Total Personnel Costs			$ 638,617

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

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Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10	Program Income		(+)	-	Section E, autofill
11	NSIP		(+)		Contract Amount
12	Contributions - Non Matching		(+)	-	Section F, autofill
13	Contributions - Matching		(+)	-	Section G, autofill
14	Federal OTO/consulting		(+)		Contract Amount
15	AAA Grant Funds		(+)		Contract Amount
16	Total Funding		(=)	$ -	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17	Program Income		(+)	57,290	Section E, autofill
18	NSIP		(+)	52,282	Contract Amount
19	Contributions - Non Matching		(+)	-	Section F, autofill
20	Contributions - Matching		(+)	387,767	Section G, autofill
21	Federal OTO/consulting		(+)		Contract Amount
22	AAA Grant Funds		(+)	423,278	Contract Amount
23	Total Funding		(=)	$ 920,617	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior — Program Income is defined as earnings by a service provider realized from grant supported activities.

			Congregate (C-1)	**Home Delivered (C-2)**
24	Number of NSIP Meals Contracted		-	67,400
25	Donation per Meal	(x)		$ 0.85
26	Program Income	(=)	$ -	$ 57,290.00
			Autofill to Line 10	**Autofill to Line 17**
27	Number of NSIP-eligible Meals-		**-**	**67,400**
28	Number of TIII Qualifying Meals-		***Different from NSIP Meals for C-2programs only:***	
				67,400

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."
1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:
1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

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SECTION F **Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				$ -
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ -	$ -	$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G **Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		111,474	276,293	$ 387,767
Government Agencies:	A			$ -
Government Agencies:	B			$ -
Government Agencies:	C			$ -
Government Agencies:	D			$ -
Government Agencies:	E			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Totals:		$ 111,474	$ 276,293	$ 387,767

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

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Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
Home Delivered Meals									
Original Amount	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
Fund Increase		0	0	0	0	0	0	0	0
10.53%	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
									Test
Required Match (Original)	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK
Required Match (Amended)	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK

This is an informational tool to help you self-check compliance with match requrements.

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AMENDMENT NO. 1
TO THE
JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE COUNTY OF MONTEREY
AND THE CITY OF SALINAS,
JOINT POWERS AUTHORITY:
"HITCHCOCK ROAD ANIMAL SERVICES AGENCY"

THIS AMENDMENT NO. 1 to the JOINT EXERCISE POWERS AGREEMENT (the Agreement), Resolution No. 22-500 is made by and between the County of Monterey (COUNTY/Lead Agency), a political subdivision of the State of California and City of Salinas (CITY), established as the Joint Powers Agency: Hitchcock Road Animal Services (JPA/Agency) with respect to the following.

WHEREAS, on December 26, 2022 the County of Monterey and the City of Salinas entered into a JOINT EXERCISE OF POWERS AGREEMENT (JPA AGREEMENT), Resolution No. 22-500 for the term January 1, 2023 and until terminated pursuant to Article IX of the JPA AGREEMENT, for the use of the Animal Services Center and the provision of other animal services; and

WHEREAS, on January 1, 2023, Hitchcock Road Animal Services Agency (HRAS) was established with the objective of merging the City of Salinas and the County of Monterey entities, for the betterment of all animals in our communities' requiring services, as well as the residents and taxpayers of both entities, with the ability to utilize shared equipment, resources, and personnel; and

WHEREAS, the COUNTY serves as the Administering Agency for HRAS under the Joint Powers Act, encompassing the contracting parties: County of Monterey and City of Salinas; and

WHEREAS, Article III, Section 3.9 of the Agreement requires that HRAS obtain sufficient insurance "to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees" by obtaining comprehensive general liability insurance as well as excess liability, worker's compensation insurance, and automobile insurance; and

WHEREAS, the COUNTY's role as Administering Agency includes providing staff and vehicles to HRAS, meaning that the COUNTY's insurance covers all such obligations besides comprehensive general liability insurance; and

WHEREAS, HRAS has been working to obtain comprehensive general liability insurance coverage. As part of that process, a potential carrier asked HRAS to amend the JPA Agreement to clarify insurance coverage responsibilities as between the JPA and the COUNTY as the Administering Agency. The Amendment removes extraneous insurance requirements from the JPA Agreement and confirms that the JPA's sole insurance obligation is to maintain comprehensive general liability coverage, consistent with current practice and insurer requirements. Other coverages required by the JPA Agreement are covered by the County. Approval by the COUNTY and CITY is required to finalize the amendment, which was previously approved by a 4/5 vote of the JPA Board on November 20, 2025. There are no

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changes to the JPA AGREEMENT term of January 1, 2023 until mutually terminated.

NOW THEREFORE, HRAS hereby agree to amend the JPA AGREEMENT as follows:

1. **Section 3.9, "Indemnity and Insurance", Section 3.9, shall be amended and restated as follows,** "Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, a comprehensive general lability policy of insurance with coverage and a limit sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. The Board of Directors shall, from time to time, set the appropriate level of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an "additional insured" on each policy of insurance."

2. Except as provided herein, all remaining terms, conditions, and provisions of the JPA AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the JPA AGREEMENT.

3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

4. A copy of the Amendment No. 1 shall be attached to the original JPA AGREEMENT executed by COUNTY on December 26, 2022

5. This Amendment No. 1 is effective upon execution

************SIGNATURE PAGE TO FOLLOW************

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IN WITNESS WHEREOF, COUNTY and CITY have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY:	CITY OF SALINAS:
Chair or designee	Mayor
Monterey County Board of Supervisors	City of Salinas
Dated:	Date:

Approved as to Form:

DocuSigned by:
Robert I. Brayer
0B0AC6C2AA4A4A8...

Robert I. Brayer
Office of the County Counsel
County of Monterey
1/27/2026 | 12:18 PM PST

Approved as to Form:

City Attorney

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
E70EF64E57454F6...

Patricia Ruiz
Office of the Auditor Controller
Auditor Controller Analyst I
1/29/2026 | 8:12 AM PST

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DESIGNATION AGREEMENT FOR BASE HOSPITAL SERVICES BETWEEN COUNTY OF MONTEREY EMERGENCY MEDICAL SERVICES AND SALINAS VALLEY HEALTH MEDICAL CENTER

This Base Hospital Designation Agreement (hereinafter "Agreement") is established by and between the County of Monterey Emergency Medical Services (EMS) Agency, a political subdivision of the State of California (hereinafter "County") and Salinas Valley Memorial Healthcare System, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, operating as Salinas Valley Health (hereinafter "Hospital"), which maintains an acute-care hospital, Salinas Valley Health Medical Center, located at 450 E. Romie Lane; Salinas, CA 93901

RECITALS

WHEREAS, County has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code and has designated the County of Monterey Emergency Medical Services Agency as the local Emergency Medical Services Agency, hereinafter referred to as "EMS Agency" pursuant to Section 1797.200 of the Health and Safety Code;

WHEREAS, in the judgment of EMS Agency, a need exists for a base hospital to serve the EMS system in the County of Monterey;

WHEREAS, Hospital desires to act as a base hospital in the County of Monterey;

WHEREAS, Hospital has met all the requirements to functions as a Base Hospital;

WHEREAS by this Agreement, EMS Agency designates Hospital as a Base Hospital pursuant to Section 1798.100 et seq. of the Health and Safety Code and §100096.02 of the California Code of Regulations Title 22 Division 9.

NOW THEREFORE, County and Hospital agree that Hospital shall be a Base Hospital to provide medical control and direction to advanced life support (ALS) prehospital EMS personnel pursuant to the terms and conditions contained herein.

1. TERM OF AGREEMENT

The term of this Agreement shall be from the date of the last signature below to June 30, 2030. This Agreement shall expire at 11:59 p.m. on June 30, 2030, unless otherwise extended or terminated earlier in accordance with the provisions of Section 6 below.

2. COUNTY RESPONSIBILITIES

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- To develop, implement, monitor, and evaluate on an ongoing basis the County of Monterey EMS system pursuant to applicable statutes, regulations, and EMS Agency Policies, Protocols, and Procedures.
- To develop, implement, and monitor EMS system Policies, Protocols, and Procedures.
- To develop, implement, and monitor compliance of prehospital procedures.
- To ensure the Hospital's compliance with all EMS Agency Policies, Protocols, and Procedures and all relevant state and federal regulations and statutes.
- To perform periodic announced site visits, to monitor contract performance and compliance or other specific requirements as determined by the County of Monterey EMS Agency. Site visits shall not unnecessarily interrupt Hospital's personnel or operations.

3. HOSPITAL RESPONSIBILITIES

Hospital shall perform the services described in EMS System Policy #5010-Advanced Life Support – Base Hospital Standards.

3.1 Compliance

Hospital shall comply with applicable Federal, State, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority and EMS plans, as well as EMS Policies, Protocols, and Procedures legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. Hospital shall keep in effect all licenses, permits, notices, and certificates that are required for its operations.

3.2 Sanctioned Employee

Hospital agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the Federal Medicare and Medicaid programs. Hospital agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Hospital does employ such individual(s) or entity(ies), Hospital agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

3.3 Cooperation with County

Hospital shall cooperate with County and County staff in the performance of all work hereunder.

3.4 Performance Standard

Hospital shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Hospital's

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profession. County has relied upon the professional ability and training of Hospital as a material inducement to enter into this Agreement. Hospital hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Hospital's work by County shall not operate as a waiver or release. If County determines that any of Hospital's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Hospital to meet with County to review the quality of the work and resolve matters of concern; (b) require Hospital to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 5 (Termination); or (d) pursue any and all other remedies at law or in equity.

4. ADMINISTRATION

The EMS Agency Director, or designee, shall administer this Agreement on behalf of County and EMS Agency. EMS Agency shall audit and inspect records, monitor Hospital's services, and provide technical guidance as required. Hospital's Chief Executive Officer or designee shall administer this Agreement on behalf of Hospital.

5. TERMINATION

5.1 Termination Without Cause

Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

5.2 Termination for Cause

County may terminate this Agreement upon written notice to Hospital, subject to Hospital's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events as determined by EMS Agency:

- Any material breach of this Agreement by Hospital.
- Any violation by Hospital of any applicable laws, regulations, or local ordinances.
- Submission by Hospital to EMS Agency reports or information that Hospital knows or should know is incorrect in any material respect.
- Loss or suspension of licensure as an acute-care hospital, loss, or suspension of any existing or future special permits issued by State or Federal agencies necessary for the provision of the services provided by Hospital under the terms of this Agreement.
- Any failure to comply with a plan of correction imposed by EMS Agency.
- Repeated failure to submit specified reports, data, or other information or participation required under this Agreement.

5.3 Opportunity to Cure

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Prior to the exercise of County's right to terminate for cause, County shall give Hospital at least 30 calendar days' written notice (hereinafter "Correction Period"), specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. County may shorten the Correction Period to no less than 7 calendar days if County determines that Hospital's action or inaction has seriously threatened or will seriously threaten public health and safety. If Hospital has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of County, or County has not approved a plan of correction within the Correction Period, County may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination. No opportunity to cure is required prior to County's termination of this Agreement for failure by Hospital to complete any plan of correction imposed by County.

5.4 Obligations After Termination

The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 6.1 (Records Maintenance), (2) Section 6.2 (Right to Audit, Inspect, and Copy Records, (3) Section 7 (Indemnification), (4) Section 11 (Confidentiality), and (5) Section 15.5 (Applicable Law and Forum).

5.5 Authority to Terminate

The EMS Agency has the authority to terminate this Agreement on behalf of County. In addition, the EMS Agency Director in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

6. RECORDS

6.1 Records Maintenance

Hospital shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to EMS Agency when necessary for compliance with Section 6.2, below, and Section 3.4, above. Hospital shall maintain such records for a period of 7 years following completion of work hereunder.

6.2 Right to Audit, Inspect, and Copy Records

Hospital agrees to permit EMS Agency and any authorized State or Federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Hospital under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Hospital shall supply copies of all such records to EMS Agency. In those situations, required by applicable law(s), Hospital agrees to obtain necessary releases to permit EMS Agency, governmental agencies, or accrediting agencies to access patient medical records.

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6.3 Ownership of Information

Patient statistical information and other data furnished to EMS Agency pursuant to this Agreement shall be the property of EMS Agency.

6.4 Data and Reports

Hospital shall submit reports and participate in a health data exchange as requested by EMS Agency in a format and frequency to be determined by EMS Agency as necessary for quality improvement and evaluation of the County of Monterey EMS System. Hospital shall also participate in the EMS System QI Program by maintaining a QI plan and providing reports to the EMS Agency in a format and frequency to be determined by EMS Agency.

7. INDEMNIFICATION

Hospital agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Hospital, that arise out of, pertain to, or relate to Hospital's performance or obligations under this Agreement. Hospital agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Hospital's performance or obligations under this Agreement. Hospital's obligations under this Article apply whether there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Hospital's expense, subject to Hospital's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Hospital or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE COVERAGE REQUIREMENTS

Without limiting Hospital's duty to indemnify, Hospital 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 $2,000,000 per occurrence, and $4,000,000 in the aggregate. *(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not*

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applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

- Auto Liability Coverage: must include motor vehicles, including scheduled, non- owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence. *(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

- Workers' Compensation Insurance: if Hospital 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, Hospital 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 Hospital 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.)*

- Medical Malpractice Insurance Requirement: The Contractor shall procure and maintain, at its sole expense, medical malpractice insurance with coverage limits of not less than $2,000,000 per occurrence and $4,000,000 in aggregate.

- Cyber Security Insurance coverage: Contractor shall procure and maintain at it's sole expense, Cyber Security liability coverage with a limit of not less than $2,000,000 per occurrence and $2,000,000 aggregate for the duration of the contract. The policy shall provide coverage for, but not be limited to:

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- Data breaches, including notification costs, credit monitoring, and regulatory fines or penalties.
- Network security failures, including data theft, business interruption, and cyber extortion.
- Liability arising from unauthorized access, transmission of malicious code, or system failures.
- Costs associated with forensic investigation, legal expenses, and public relations efforts in response to a cyber incident.
- Privacy liability, including liability from the collection, use, and management of personally identifiable information (PII) and protected health information (PHI).

Prior to the execution of this Agreement by the County, Hospital shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Hospital has in effect the insurance required by this Agreement. Hospital 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. Hospital 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 Hospital and Hospital shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Hospital to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

9. CONFLICT OF INTEREST

Hospital covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under State law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

10. NONDISCRIMINATION

Without limiting any other provision hereunder, Hospital shall comply with all applicable Federal, State, and local laws, rules, and regulations regarding nondiscrimination in patient care because of race, color, ancestry, national origin, religion, sex, gender, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11. CONFIDENTIALITY

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The parties understand and agree to maintain the confidentiality of all patient information and records obtained while providing services under this Agreement in accordance with all applicable Federal and State statutes and regulations and local ordinances, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, which shall not be released to any third party except as required by law. This Article shall survive termination of this Agreement.

12. IMPLEMENTATION OF FEES

County reserves the right to implement fees to any applicant seeking initial designation and continuing designation as a Base Hospital within the County of Monterey in accordance with the Emergency Medical Services Act, Health and Safety Code 1797 et seq. The amount of the fee, frequency and form of payment shall be approved by the County of Monterey Board of Supervisors before being implemented.

A continuing designation fee that shall be based on the total cost associated with ongoing EMS system planning, quality improvement, and oversight activities incurred by the EMS Agency divided equally by the number of hospitals designated as Base Hospitals in the County of Monterey

13. ASSIGNMENT

Hospital shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of EMS Agency, and no such transfer shall be of any force or effect whatsoever unless and until EMS Agency shall have so consented.

14. RELATIONSHIP OF PARTIES

Operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of Hospital. The parties intend that Hospital, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the way the work is performed. Hospital is not to be considered an agent or employee of County or EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits that County or EMS Agency provides its employees. If County exercises its right to terminate this Agreement pursuant to Article 5 (Termination), Hospital expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

15. MISCELLANEOUS PROVISIONS

15.1 No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any

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subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Hospital and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Hospital and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought to and tried in Salinas or the forum nearest to the city of Salinas in the County of Monterey.

15.6 Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by County.

15.7 Survival of Terms

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All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

16. NOTICES

All notices shall be made in writing and shall be given by personal delivery, U.S. mail, courier service, or email. Notices be addressed as follows:

County: County of Monterey EMS Agency
1441 Schilling Place, Salinas 93901
831-755-5013
emsadmin@countyofmonterey.gov

Hospital: Salinas Valley Health
Attn: Office of the President/CEO
450 E. Romie Lane
Salinas, CA 93901

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the sender has a written confirmation transmission of the email; and (2) the email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set forth below their respective signatures.

COUNTY OF MONTEREY	**HOSPITAL**
By: _____ EMS Director	Salinas Valley Memorial Healthcare District on behalf of its Salinas Valley Health Medical Center
Date: _____	Hospital Name*
By: _____ Department Head (if applicable)	By: _____
Date: _____	(Signature of Chair, President, or

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Approved as to Form and Liability Provisions

By: DocuSigned by: Anne Brenton A46094E5DE63489...
County Counsel

Date: 1/27/2026 | 12:52 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 1/29/2026 | 8:19 AM PST

Vice-President) *

Allen Radner, MD President/CEO
Name and Title

Date: 12/18/2025

By:
(Signature of President, Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Carla Spencer / Chief Nursing Officer
Name and Title

Date: 12/18/2025

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LEASE AMENDMENT NO. 3

This LEASE AMENDMENT No. 3, is made by and between King City Town Square, LLC, ("LESSOR"), and COUNTY OF MONTEREY c/o Public Works, Facilities and Parks, Attn: Real Property Specialist, 1441 Schilling Place, South Building, 2nd Floor, Salinas, California 93901 (referred to herein as "LESSEE")(collectively referred to as "the parties").

WITNESSETH

WHEREAS, LESSOR and LESSEE previously entered into that certain LEASE AGREEMENT, dated October 1, 2014 (the "Lease" or Lease Agreement No. A-12809), whereby LESSOR leased to LESSEE and LESSEE leased from LESSOR approximately 8,713 rentable square feet of office space in Suite 70 and 88 at 200 Broadway Street, King City, California 93930 (hereinafter referred to as the "Premises"). The initial Lease term provided for a "Lease Commencement Date" of November 13, 2014 with an initial five (5) year term and two (2) extended three (3) year terms, for a total eleven (11) year term; and

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 1 to Lease with an effective date of November 13, 2019 whereby the Lease was extended until November 12, 2022 and the rent was adjusted according to the corresponding Rent Schedule; and

WHEREAS, LESSOR and LESSEE amended the Lease pursuant to the terms of Amendment No. 2 to Lease with an effective date of November 13, 2022 whereby the Lease was extended until November 12, 2025 and the rent was adjusted according to the corresponding Rent Schedule; and

WHEREAS, LESSOR and LESSEE desire to amend said Lease to extend the term, adjust the rent, and update Exhibit D and Exhibit E.

NOW, THEREFORE, it is hereby agreed that said Lease is amended effective as of November 13, 2025 as set forth below:

1. <u>Extended Term</u>

The term of the Lease shall be extended for an additional period of three (3) years commencing on, November 13, 2025, through and including November 12, 2028, with an option to extend one (1) additional three (3) year period.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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2. Rent

The monthly rent shall be Ten Thousand One Hundred Seventy-Three and 92/100 Dollars ($10,173.92), effective November 13, 2025. The rent shall increase, on year two (2) and year three (3) pursuant to the rent schedule below, which is reflective of a one percent (1%) annual "Cost of Living" increase, for this third three (3) year extended term.

RENT SCHEDULE		
Period	Monthly Rent for 8,713 Square Feet	Monthly Rent
November 13, 2025 - November 12, 2026	Nine Thousand Eight Hundred Seventy-Four and 71/100 Dollars	$10,173.92
November 13, 2026 - November 12, 2027	Nine Thousand Nine Hundred Seventy-Three and 46/100 Dollars	$10,275.66
November 13, 2027 - November 12, 2028	Ten Thousand Seventy-Three and 19/100 Dollars	$10,378.42

3. Exhibit D – Summary of Services and Utilities

Exhibit D to the Lease Agreement is hereby amended by inserting the following new provision:

Stairway and Second Floor Exterior Walkway Maintenance Obligation: Notwithstanding any provision of the Lease to the contrary, LESSOR shall, at LESSOR'S sole cost and expense, take reasonable measures to address and remedy the slippery conditions on the stairway and second floor exterior walkway located at 200 Broadway St., King City, California, 93930. Such measures may include, but are not limited to, application of non-slip coatings, installation of non-slip materials, or other industry-accepted corrective actions. LESSOR shall complete the corrective measures no later than December 31, 2025, and shall maintain the deck in a safe, non-slippery condition throughout the term of the Lease.

4. Exhibit E – Summary of Repair and Maintenance Responsibilities

Exhibit E to the Lease Agreement is hereby amended by inserting the following new provision:

Maintenance Response Time: LESSOR shall respond to all maintenance and repair requests submitted by LESSEE within twenty-four (24) hours of receipt. For purposes of this provision, "respond" means that LESSOR shall acknowledge the request, assess the nature of the issue, and provide an anticipated timeframe for completion of the repair or corrective action. In the case of emergencies that materially affect health, safety, or habitability, LESSOR shall use best efforts to initiate corrective measures immediately.

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5. Tenant Improvements

LESSEE is to retain the space in its "as-is" condition.

All other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflicts between the terms and conditions of the Lease and the terms and conditions of this LEASE AMENDMENT NO. 3, the terms and conditions of this LEASE AMENDMENT NO. 3 shall prevail.

6. Incorporation of Recitals

The recitals to this LEASE AMENDMENT NO. 3 are incorporated by this reference.

********** SIGNATURE PAGE TO FOLLOW **********

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IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 3 as of the last date opposite the respective signatures below. The parties understand and agree that this Amendment No. 3 to said Lease shall be effective as of November 13, 2025.

LESSEE: (County of Monterey)

By: _____

Title:

Date: _____

APPROVED AS TO FORM: (County Counsel)

By: Signed by: Mary Grace Perry C83342707AC641A...

Mary Grace Perry

Title: Deputy County Counsel

Date: 1/26/2026 | 11:27 AM PST

LESSOR: (King City Town Square, LLC.)

By: DocuSigned by: CHRIS DAVIS CCCD845C7F3C42E...

Chris Davis, Managing Partner/Manager

Date: 12/19/2025 | 10:59 AM PST

Approved as to Fiscal Provisions: (Auditor Controller's Office)

DocuSigned by: Patricia Ruiz E79EF64E57454F6...

Patricia Ruiz

Auditor Controller Analyst I

1/20/2026 | 7:51 AM PST

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Society for the Prevention of Animals for Monterey County (SPCA),

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

All-inclusive spay/neuter mobile clinics for both owned domestic dogs and cats as well as feral cats of residents in South Monterey County.

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: **$** 42,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution **to** June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

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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:

Initial SD
Contractor
DS
County

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cindy Burnham, Animal Services Administrator	Scott Delucchi, President and CEO
Name and Title	Name and Title
160 Hitchcock Rd., Salinas, CA. 93908	PO Box 3058, Monterey, CA. 93942
Address	Address
831.769.8796	831.264.5420
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.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

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: DocuSigned by: _____
Department Head (if applicable)

Date: 2/20/2025 | 10:30 PM PST

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Robert I. Brayer Robert I. Brayer
6D0AC6C2AA4A4A3...
County Counsel
County of Monterey

Date: 1/22/2025 | 4:32 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth
4E7E6578754A4A3...
Auditor/Controller
Auditor-Controller Analyst II

Date: 1/22/2025 | 4:52 PM PST

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Society for the Prevention of Animals for Monterey Cou
Contractor/Business Name *

By: DocuSigned by: _____
E9A6B5A4A4A4A3...
(Signature of Chair, President, or Vice-President)

Scott Delucchi CEO
Name and Title

Date: 1/21/2025 | 1:42 PM PST

By: DocuSigned by: Susan Imwalle
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Susan Imwalle Vice President and CFO
Name and Title

Date: 1/21/2025 | 3:47 PM CST

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

Society for the Prevention of Animals for Monterey County (SPCA)
Term: Upon Execution - 06/30/2025
NTE: $42,000

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY
(SPCA)

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY (SPCA)** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 8.0 of the Agreement, shall be deleted and restated in its entirety to read as follows:

8.0 MUTUAL INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other, its officers, agents, employees, or subcontractors from and against any claim, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any 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 other party's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Party's performance" includes Party's action or inaction and the action or inaction of the party's officers, employees, agents and subcontractors.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Society for the Prevention of Animals for Monterey County (SPCA)

Approved:

By: DocuSigned by: E9A63BB4FC16419...

Scott Delucchi CEO

Name and Title

Date: 1/21/2025 | 1:42 PM PST

Approved:

By: DocuSigned by: Susan Imwalle A95F75EA3A1647C...

Susan Imwalle Vice President and CFO

Name and Title

Date: 1/21/2025 | 3:47 PM CST

COUNTY OF MONTEREY

Approved as to Form:

By: DocuSigned by: Robert I. Brayer 6D0AC6C2AA4A4A8...

Robert I. Brayer County of Monterey

Name and Title

Date: 1/22/2025 | 4:32 PM PST

Approved: as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...

Jennifer Forsyth Auditor-Controller Analyst II

Name and Title

Date: 1/22/2025 | 4:52 PM PST

Approved:

By: DocuSigned by: C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health Services

Name and Title

Date: 2/20/2025 | 10:30 PM PST

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

EXHIBIT A

To Agreement by and between
County of Monterey, for services at Monterey County Health Department, ("COUNTY")
and
Society for the Prevention of Animals for Monterey County (SPCA) ("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:

1. 10 Mobile Spay/Neuter clinics for both owned domestic dogs and cats as well as feral cats (as space allows). Each clinic will cost $4,200 and include spay/neuter, rabies and FVRCP or DHPP vaccination (and ear tip for any feral cats). These clinics are for any South County resident, residing in either an unincorporated Monterey County area or South County city that is located south of Chualar. CONTRACTOR will be responsible to coordinate clinics with participants.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;

2. All written reports required under this Agreement shall be delivered to the Animal Services Director or designated staff, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$42,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

1. Mobile Spay/Neuter clinics are at the rate of $4,200 per clinic and will provide services to approximately 25 animals per clinic. No additional fees are to be paid by COUNTY.

2. Residents are required to pay a $25 deposit to CONTRACTOR when scheduling clinic services. This deposit will be refunded upon attending the scheduled clinic appointment.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY after services are provided for each animal that receives veterinary care. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices following each feral cat clinic.

CONTRACTOR shall submit invoices to:

Invoices may be mailed to: Monterey County Health Department
Animal Services
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices shall be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: gonzalezg@countyofmonterey.gov

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.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: A8DA4B5B-4F74-48E7-9CB4-54937877A93D

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-17223
a. Approve and authorize the Director of Health Services or designee to execute an Agreement with Society for the Prevention of Cruelty to Animals for Monterey County (SPCA) for the provision of all-inclusive spay/neuter mobile clinics for owned dogs and cats as well as feral cats of residents in South Monterey County in the amount of $42,000 with a term effective upon execution to June 30, 2025; and
b. Approve non-standard indemnification provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% ($4,200) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed $46,200; and
d. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments, provided they do not exceed an aggregate amount of $200,000 and fall within the signing authority of the Contracts and Purchasing Officer. (REVISED VIA SUPPLEMENTAL)

PASSED AND ADOPTED on this 11th day of February 2025, by roll call vote:

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

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 11, 2025.

Dated: February 13, 2025
File ID: A 25-025
Agenda Item No.: 10

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

RENEWAL AND AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY (SPCA)

This Renewal and Amendment No. 1 to Agreement, No. A-17223, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Society for the Prevention of Animals for Monterey County (SPCA), hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17223 with a start date of February 20, 2025 in an amount not to exceed $42,000 for the provision of all-inclusive spay/neuter mobile clinics for both owned domestic dogs and cats as well as feral cats of residents in South Monterey County; and

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional three years for a new term of February 20, 2025 through June 30, 2028, increase the total AGREEMENT amount by $100,000 to allow for spay/neuter clinics in the community as approved and veterinary services for shelter animals as approved, for a new total Agreement amount of $142,000, and replace Exhibit A.

NOW THEREFORE, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 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 $42,000" **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $142,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from February 20, 2025 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from February 20, 2025 to June 30, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. **Exhibit A is replaced** with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

5. A copy of this Renewal & Amendment No. 1 shall be attached to the original Agreement executed by the County on February 20, 2025.

6. This Renewal & Amendment No. 1 is effective upon execution.

********** SIGNATURE PAGE TO FOLLOW **********

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal & Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY	**CONTRACTOR**
By: _____	Society for the Prevention of Animals For Monterey County (SPCA)
Contracts/Purchasing Officer	Contractor's Business Name*
Date: _____	
By: _____	By: DocuSigned by: _____
Department Head (if applicable)	(Signature of Chair, President, or Vice President)*
Date: _____	
By: _____	Scott Delucchi President & CEO
Board of Supervisors (if applicable)	Name and Title
Date: _____	Date: 1/20/2026 | 5:29 PM PST
Approved as to Form[1]	
By: DocuSigned by: Robert I. Brayer Robert I. Brayer 6D0AC6C2AA474A8...	By: DocuSigned by: Susan Imwalle A95E75EA3A1647C...
County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)*
County of Monterey	
Date: 1/21/2026 | 2:51 PM PST	Susan Imwalle Vice President and CFO
	Name and Title
Approved as to Fiscal Provisions[2]	
By: DocuSigned by: Patricia Ruiz Patricia Ruiz E79EF64E57454F8...	Date: 1/21/2026 | 11:42 AM CST
Auditor/Controller	
Date: Auditor Controller Analyst I 1/23/2026 | 7:14 AM PST	
Approved as to Liability Provisions[3]	
By: _____	
Risk Management	
Date: _____	

*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 of Standard County Agreement.

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

EXHIBIT A-1

To Agreement by and between
County of Monterey, for services at Monterey County Health Department, ("COUNTY")
and
Society for the Prevention of Animals for Monterey County (SPCA) ("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:

1. As requested and approved by COUNTY staff, CONTRACTOR may provide the following services for the duration of the Agreement. All services are subject to the availability of budgeted funds.
    a. Community spay/neuter services to be held in areas identified by COUNTY as requiring such services to include communities south of Chualar, East Salinas, and Castroville.
        i. CONTRACTOR shall provide an updated cost per clinic and updated cost per service/treatment for approval prior to any scheduling. Cost per clinic to include spay/neuter, core vaccines, rabies vaccination and ear tip (feral only) with no additional cost to the resident or feral caretaker. Additional services including other vaccinations or microchips that are requested by the pet owner/caretaker are the responsibly of the pet owner/caretaker.

    b. Veterinary services for HRAS shelter animals to include spay/neuter and minor surgical procedures.
        i. Invoices for these services shall be separate from any other community clinic service invoices and must include individual animal ID numbers for each service provided.

    c. COUNTY shall communicate each individual need to CONTRACTOR and provide written approval via email prior to the delivery of any services or treatment.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall provide the following data in a report: 1) total number of

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;

2. CONTRACTOR shall provide a medical report from the Veterinarian for any shelter animal that received care, to be delivered at the time the animal is transported back to HRAS. The report shall also include any recommendations for further care.

3. All written reports required under this Agreement shall be delivered to the Animal Services Director or designated staff, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$142,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. Mobile Spay/Neuter clinics are at the rate of $4,200 per clinic and will provide services to approximately 25 animals per clinic. No additional fees are to be paid by COUNTY. If rates change, CONTRACTOR must notify COUNTY prior to scheduling of clinic to receive approval.

2. Residents are required to pay a $25 deposit to CONTRACTOR when scheduling clinic services. This deposit will be refunded upon attending the scheduled clinic appointment.

3. Veterinary services are subject to prior written approval by COUNTY and will be based on the type of services and care to be provided before the shelter animal receives treatment.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR must obtain prior approval from COUNTY for all charges before submitting an invoice.

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.

Docusign Envelope ID: 161EE3DD-9210-46DB-86E9-5BC20A4A6468

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY after services are provided for each animal that receives veterinary care. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices following each feral cat clinic.

CONTRACTOR shall submit invoices to:

Invoices may be mailed to: Monterey County Health Department
Animal Services
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: gonzalezg@countyofmonterey.gov

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.

Docusign Envelope ID: D3319D75-552F-412D-9F0A-60BC63AE965E

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND SAN JOSE BOILER WORKS, INC.

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and San Jose Boiler Works, Inc. (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on August 1, 2022, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of $75,000 for the term August 1, 2022, through July 31, 2025, for the provision of annual scheduled and as-requested inspection and cleansing, assessments, immediate repairs, and service, and on-call/emergency services of boilers at all Health Department facilities; and

WHEREAS, the AGREEMENT expired by its terms on July 31, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to August 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $80,026.04 for a new total AGREEMENT amount of $155,026.04, replace Exhibit A, and extend the term an additional three (3) years for a new term of August 1, 2022, through July 31, 2028.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $75,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $155,026.04".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from August 1, 2022 to July 31, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from August 1, 2022 to July 31, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-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 forces and effect as set forth in the AGREEMENT.

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5. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by County on August 1, 2022.

6. This Amendment No. 1 is effective upon execution.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	**San Jose Boiler Works, Inc.** Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Signed by: Steve Ocamp 2C75178143294A1... (Signature of Chair, President, or Vice-President) *
Date: _____	Steve Ocamp President Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 10/13/2025 | 12:45 PM PDT

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444AC... Stacy Saetta County Counsel Chief Deputy County Counsel

Date: 1/16/2026 | 4:59 PM PST

By: Signed by: April Wong 65CF5ED11A4E450...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

April Wong Office Manager

Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Patricia Ruiz Auditor Controller Analyst I

Date: 1/20/2026 | 7:48 AM PST

Auditor/Controller

Date: 10/10/2025 | 3:21 PM PDT

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

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EXHIBIT A-1

To Agreement by and between
County of Monterey Health Department hereinafter referred to as "COUNTY"
AND
San Jose Boiler Works, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 CONTRACTOR shall provide maintenance and repair including but not limited to assessments, annuals (scheduled inspection and cleaning), immediate repairs and servicing, and on-call/emergency services of boilers at all Health Department Facilities:

- CONTRACTOR shall remove access covers from boiler.
- CONTRACTOR shall check all internal hi-temp firebox materials for cracks or excessive wear, to include check and clean minor soot from firebox.
- CONTRACTOR shall check and clean air inlet filters and combustion air fans and screens.
- CONTRACTOR shall check and adjust makeup water feeder.
- CONTRACTOR shall check and adjust low water cut-off.
- CONTRACTOR shall close the boiler, test, and calibrate operating controls and safety.
- CONTRACTOR shall check and adjust inlet gas pressure, manifold or throat gas pressure to assure compliance with burner/boiler manufacturer.
- CONTRACTOR shall replace all necessary fireside gaskets, door gaskets, fiberglass rope and fasteners.
- CONTRACTOR shall open all handhold and manhole inspection plates.
- CONTRACTOR shall inspect and flush out the waterside of the boiler (report any abnormalities prior to closing the boiler).
- CONTRACTOR shall replace all waterside handhole and manhole gaskets.
- CONTRACTOR shall open the front and back headers and brush all broiler tubes.
- CONTRACTOR shall wash coat all refractory with high Temperature Mortar (if hard cast refractory exists). (Report any abnormalities prior to closing the boiler).

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- CONTRACTOR shall open all float operated water level safety and pump controls: Inspect, flush, test & replace any gasket(s) where necessary.
- Power Burners: CONTRACTOR shall inspect and do a visual check of burner and all surrounding components, to include burner blast tube, diffuser and/or combustion head.
- Power Burners: CONTRACTOR shall perform combustion analysis and tune up. (Provide a printout of the final settings to County).
- Power Burners: CONTRACTOR shall check and clean the burners and burner orifices.
- CONTRACTOR shall test all fuel valve and air louver linkage assemblies to assure free moment lubricate linkage.
- Atmospherically Fired Burners: CONTRACTOR shall remove and clean all burners, brass gas orifices and reinstall (Atmospheric Models).
- CONTRACTOR shall reassemble the boiler and test all controls.
- CONTRACTOR shall open cabinet and inspect and clean inside and outside of heat exchanger.
- CONTRACTOR shall inspect and clean all ignition components.
- CONTRACTOR shall oil pumps as per manufacturers recommendations.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- CONTRACTOR to provide written report indicating the condition of the boiler and any recommendations.
- CONTRATOR to provide printout of final combustion analysis and tune up of final settings.
- CONTRACTOR to provide quotation for repairs if any problems that need attention are found. Prices are good for 60 days from the date of the quotation.

All written reports required under this Agreement must be delivered to *Chris Le Venton, Operations Manager* or designee, in accordance with the schedule above.

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **$155,026.04** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

2025-2028 Annual inspection and cleaning on Laars boiler Pennant

Item	Quantity	Unit Price	Total
Annual inspection material	1	$411.90	$411.90
Vehicle Overhead & Expense Charge	1	$74.00	$74.00
Standard Labor Rate			$3,760.00
		Sub-Total	$4,245.90
		Tax	$38.10
		Grand Total	**$4,284.00**

2025-2028 Annual inspection and cleaning on 2 boiler units @ 331 N. Sanborn Rd.

Item	Quantity	Unit Price	Total
Annual inspection material (100308747 – PM Service & Repair Kit, Knight, KHB/WHB)	1	$768.00	$768.00
Vehicle Overhead & Expense Charge	1	$74.00	$74.00
Combustion Analyzer Fee	1	$100.05	$100.05
Standard Labor Rate	8	$230.00	$1,840
		Sub-Total	$2,782.05
		Tax	$80.29
		Grand Total	$2,862.34

Contingencies (Any repairs, maintenance, etc. on any unit.)	$50,000.00

***Annual inspection and cleaning pricing are subject to change based on the make and model of each specific boiler. Material unit prices vary depending on the manufacturer's boiler parts and equipment costs.**

Work to be performed during normal working hours:

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- Monday through Friday – 7:30am – 4:00pm (unless otherwise agreed)

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

There shall be no travel reimbursement allowed during this Agreement.

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.

Prevailing labor fees on service:
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.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices **shall** be emailed directly to: HDADMINFinance@countyofmonterey.gov
Cc: deleisseguese@countyofmonterey.gov

Invoices should be mailed to:
Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

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.

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County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this **"Assignment)**, by and among RASHNA FARHAD GINWALLA, M.D., an individual (**"Assignor"**), and RGTACS INC A PROFESSIONAL S CORPORATION d/b/a RGTACS, INC., a California professional corporation (**"Assignee"**) is effective on the date signed by all Parties **"**) the **"Assignment Effective Date"**).

RECITALS

A. COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Assignor entered into that certain Professional and Call Coverage Services Agreement dated effective as of June 1, 2024 (the **"Agreement"**).

B. Assignor now wishes to assign to Assignee all of its right, 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 the Assignment Effective Date, Assignor hereby assigns to Assignee all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations under, the Agreement.

2. Assumption. Effective as of the 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. The services stipulated in the Agreement shall now be performed by Assignee and no changes to the services provided under the Agreement are made with this Assignment.

3. Hold Harmless. Assignee has provided Hospital with tax information and all insurance documents meeting the obligations stipulated in the Agreement. Both Assignee and Hospital agree that Hospital can make any and all currently owed and future payments to Assignee and both Assignor and Assignee shall hold the Hospital harmless and will indemnify Hospital for making such payments.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. 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.

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6. Miscellaneous.

(i) Headings. The headings in this Assignment are for convenience of reference only and are not part of the substance hereof.

(ii) Counterparts. This Assignment may be executed in multiple originals and by counterpart.

(iii) Governing Law. This Assignment shall be construed under the laws of the State of California.

(iv) 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.

(v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

[signature page follows]

DocuSign Envelope ID: E399287E-2336-4395-ADB0-DF57BBA7AC48

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below.

ASSIGNOR: RASHNA FARHAD GINWALLA, M.D., an individual

DocuSigned by:
B3F340B56EDE48E...

Date: 6/13/2024 | 8:08 PM PDT

ASSIGNEE: RGTACS INC A PROFESSIONAL S CORPORATION d/b/a RGTACS, INC., a California professional corporation

DocuSigned by:
Rashna Farhad Ginwalla
B3F340B56EDE48E...

By: Rashna Farhad Ginwalla

Its MD

Date: 6/13/2024 | 8:08 PM PDT

ACKNOWLEDGEMENT AND CONSENT

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER, hereby consents to the foregoing assignment and assumption.

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Deputy Purchasing Agent

Date: 6/14/2024 | 5:41 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
4E1F837D204E481...

Stacy Saetta, Deputy County Counsel

Date: 6/13/2024 | 8:14 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
579E564A5743446...

Deputy Auditor/Controller

Date: 6/14/2024 | 7:35 AM PDT

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between

NATIVIDAD MEDICAL CENTER ("Hospital")

and

RASHNA FARHAD GINWALLA, M.D. ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of June 1, 2024, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and RASHNA FARHAD GINWALLA, M.D., an individual (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the **"State"**). Contractor is board certified for the practice of medicine in the specialty of general and critical care surgery (collectively, the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor's duties as contemplated by this Agreement.

2. Contractor's qualifications.

3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.

4. The benefits to Hospital's community resulting from Contractor's performance of the services described in this Agreement.

F. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall provide professional services in the Specialty to Patients, upon the terms and subject to the conditions set forth in this Agreement (the **"Professional Services"**).

(b) Contractor shall be available to provide, twenty-four (24) hour shifts (**"Shifts"**) of on-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within fifteen (15) minutes of notification, upon the terms and conditions set forth in this Agreement (**"Trauma Coverage Services"**). Trauma Coverage Services shall include acute care surgery and critical care services as well as inpatient and outpatient procedures performed in Hospital's operating rooms.

(c) Contractor shall also be available on an on-call basis to serve as the back-up physician in the Specialty to provide Professional Services to Patients when the primary on-call Specialty physician is unavailable (**"Back-Up Call Coverage Services"**). For the purpose of this Agreement, Back-Up Call Coverage Services shall be twenty-four (24) hour Shifts.

(d) Contractor shall be available to provide Shifts of off-site coverage services at Hospital and be available on an on-call basis to provide Professional Services to Patients within thirty (30) minutes of notification, upon the terms and conditions set forth in this Agreement (**"General Surgery Coverage Services"**). General Surgery Coverage Services shall include trauma back-up coverage services, follow-up and inpatient rounding on patients as necessary during the twenty (24) hour period. Trauma Coverage Services, Back-up Call Coverage Services and General Surgery Coverage Services are sometimes referred to collectively in this Agreement as **"Coverage Services"**.

(e) Contractor shall provide Coverage Services along with other Panel Members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the trauma program director designated by Hospital (the **"Trauma Program Director"**). For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of Shifts of Coverage Services to be provided by Contractor.

(f) Contractor shall provide timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Contractor is the physician on-call at the time of the referral, Contractor shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

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(g) Contractor shall also be available to provide Professional Services in the Clinic (the **"Clinic Services"**).

1.2 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services, Additional Services, and Clinic Services are sometimes referred to collectively in this Agreement as the **"Services**."

1.4 Personal Services. This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

1.5 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.6 Availability. Contractor shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.7 Absences. If Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Contractor's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Contractor's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

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1.8 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

1.9 Medical Staff. Contractor shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

1.10 Professional Qualifications. Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.12 Performance Standards. Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.13 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the **"Code"**), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

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1.14 Continuing Medical Education. Contractor shall participate in continuing medical education (**"CME"**) as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, as required under the American College of Surgeons trauma center requirements and guidelines (**"ACS Requirements"**) or as otherwise required by the medical profession. Contractor must provide to Hospital documentation showing Contractor's completion of a minimum of sixteen (16) hours of CME per year, or forty-eight (48) hours over three (3) years of external trauma-related CME.

1.15 Use of Space. Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.16 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or

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(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.17 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.18 Nondiscrimination. Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.19 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.20 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.21 Coordination with Attending Physicians. Contractor shall promptly report the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

1.22 Medical Records and Claims.

(a) Contractor shall prepare, complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished by Contractor to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole

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property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.24 Response Times. Contractor shall respond in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with the requirements set forth in **Exhibit 1.24**, the Hospital Rules and ACS Requirements. Contractor shall respond within thirty (30) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

2.2 Billing and Collections. Contractor shall be solely responsible for billing and collecting for all Professional Services rendered to Patients pursuant to this Agreement (**"Physician Services"**). Contractor agrees that such collections shall be Contractor's sole compensation for Physician Services. All billing shall be in compliance with applicable laws, customary professional practice, the Medicare and Medicaid Programs and other third party payor programs, whether public or private.

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(a) **Billing Compliance.** Contractor shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third party payor programs, whether public or private, in connection with billing and coding for Physician Services provided pursuant to this Agreement. Contractor shall adopt and maintain billing and coding compliance policies and procedures to ensure Contractor's compliance with applicable Laws, including those of the Federal Health Care Programs. Hospital shall have reasonable access to Contractor's records in order to assure Contractor's compliance with this Agreement.

(b) **Patient Information.** Hospital shall take all necessary and reasonable steps to provide Contractor appropriate patient information to facilitate Contractor's billing for the Physician Services rendered pursuant to this Agreement.

(c) **Separate Billing.** Neither Contractor nor Hospital shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by the other Party. Contractor shall cooperate with Hospital in completing such claim forms for Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(d) **Debt Collection Practices.** Contractor shall comply, and shall ensure that any collection agency engaged by Contractor complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and Section 1788, et seq. of the California Civil Code (collectively, the **"Debt Collection Acts"**). Contractor shall not, and shall ensure that any collection agency engaged by Contractor does not, with respect to any Hospital patient who is not enrolled in any HMO, PPO, POS or other third party payor plan or program, or Medicare, Medicaid or any other government funded health care benefit plan or program: (i) use wage garnishments or liens on primary residences as a means of collecting unpaid bills for Physician Services rendered by Contractor pursuant to this Agreement, or (ii) report adverse information to a consumer credit reporting agency or commence civil action against any such patient for nonpayment at any time prior to one hundred fifty (150) days after initial billing for Physician Services rendered by Contractor pursuant to this Agreement.

(e) **Collection Agencies.** Hospital shall have the right to object to Contractor's use of any collection agency that engages in conduct that violates the Debt Collection Acts or Section 2.2(d) of this Agreement, or that results in the unreasonable annoyance or harassment of patients. Contractor shall either cure this problem or discharge the collection agency within thirty (30) days following written notice of objection by Hospital. If this problem occurs a second time, Contractor shall discharge the collection agency within thirty (30) days following written notice of objection by Hospital.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

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(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

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(a) **Professional liability insurance**, covering Contractor with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

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3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

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3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of

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communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on June 1, 2024 (the **"Effective Date"**), and shall continue until May 31, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

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(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

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(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

(vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) upon Hospital's request, Contractor shall immediately vacate the premises, removing any and all of Contractor's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that Contractor has not so removed.

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(c) Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's possession or under Contractor's control.

(d) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(e) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

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6.4 Compliance with Laws and Accreditation. Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**), Title 22, Division 9, Chapter 7 of the California Code of Regulations (Trauma Care Systems), the County of Monterey Emergency Medical Services Trauma Care System Plan and Protocols and Policies and any applicable guidelines issued by the American College of Surgeons Committee on Trauma and/or the U.S. Department of Health and Human Services, each as amended from time to time (collectively, the **"Laws"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

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6.6 Confidential Information.

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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6.8 Disclosure of Interests. Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

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(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

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(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

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(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

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6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Gary Gray, D.O., Chief Medical Officer

If to Contractor, addressed to:

Rashna Farhad Ginwalla, M.D.
26741 Portola Pkwy, Suite 1E-921
Foothill Ranch, CA 92610

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6.21 Participation in Federal Health Care Programs. Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

RASHNA FARHAD GINWALLA, M.D., an individual

DocuSigned by:
Rashna Farhad Ginwalla
B3F740B56EDE48E...

Date: 5/17/2024 | 2:01 PM PDT, 20__

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Deputy Purchasing Agent

Date: 5/17/2024 | 3:06 PM PDT, 20__

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
696D21D44C4341D...

Stacy Saetta, Deputy County Counsel

Date: 5/17/2024 | 2:59 PM PDT, 20__

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Deputy Auditor/Controller

Date: 5/17/2024 | 3:05 PM PDT, 20__

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

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Attachment A

ADDITIONAL OBLIGATIONS

Contractor shall participate in performance improvement activities associated with the American College of Surgeons National Surgical Quality Improvement Program (ACS NSQIP).

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Exhibit 1.8

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

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Exhibit 1.13

Natividad
Inspiring healthy lives

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

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Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

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3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

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10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved:** **MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name Rashna Farhad Ginwalla

Signature: DocuSigned by: Rashna Farhad Ginwalla B3F740B56EDE48E... Date: 5/17/2024 | 2:01 PM PDT

Exhibit 1.13-1

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Exhibit 1.22

RESPONSE TIME REQUIREMENTS

Contractor shall meet the following requirements when providing Coverage Services in the Specialty under this Agreement:

1. Contractor shall be in the emergency department on patient arrival, with adequate notification from the field;

2. Contractor shall adhere to the Level II trauma center requirements regarding response times. The maximum acceptable response time is fifteen (15) minutes for Level II Trauma Centers. **"Response time"** means the Contractor is physically present in the trauma resuscitation room as documented by the trauma scribe on the trauma run sheet;

3. Contractor's presence in the trauma resuscitation room must be in compliance at least eighty percent (80%) of the time. Demonstration of the Contractor's prompt arrival for patients with appropriate activation criteria will be monitored by the Hospital's trauma Performance Improvement and Patient Safety (PIPS) program as documented by the trauma scribe on the trauma run document; and

4. Contractor shall identify himself or herself as present to the trauma scribe. It is the Contractor's sole responsibility to ensure his or her presence in the trauma room is documented by the trauma scribe on the trauma run sheet. If Contractor's presence is not documented, Contractor will be considered not to be present. Failure to meet these time restrictions may lead to immediate removal from the call panel by the Trauma Program Director.

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Exhibit 2.1

COMPENSATION

1. Coverage Services Compensation.

(a) Hospital shall pay to Contractor an amount equal to Four Thousand Five Hundred Sixty Dollars ($4,560) per Shift of Trauma Coverage Services.

(b) Hospital shall pay to Contractor an amount equal to Two Thousand Dollars ($2,000) per Shift of General Surgery Coverage Services provided pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. For the avoidance of doubt, Contractor shall not simultaneously provide Trauma Coverage Services and General Surgery Coverage Services during the same Shift.

(c) If Contractor is asked to provide trauma back-up call coverage separate of General Surgery Coverage Services, Contractor shall be paid an amount equal to Five Hundred Dollars ($500) per Shift (**"Back-up Call Coverage Services Compensation"**), plus One Hundred Ninety Dollars ($190) per each hour that Contractor is required to be physically present at Hospital, not to exceed Four Thousand Five Hundred Sixty Dollars ($4,560) per day in the aggregate.

2. Clinic Services. In recognition of the mutual obligations of the Parties hereunder, Hospital and Contractor acknowledge that there shall be no monetary compensation to Contractor for the Clinic Services furnished by Contractor hereunder.

3. Non-Clinic Uninsured Patient Services.

(a) Hospital shall pay to Contractor an amount equal to then-current (as of the date of service), facility-based, Medicare Physician Fee Schedule amount for Uninsured Services (as defined below) provided by Contractor (the **"Uninsured Patient Compensation"**). The Uninsured Patient Compensation shall be Contractor's sole and exclusive compensation for Uninsured Services provided by Contractor pursuant to this Agreement and Contractor shall not seek further compensation from any other source. Contractor shall be paid on the CPT codes submitted and verified by Hospital professional billing office coders.

(b) For purposes of this Agreement, **"Uninsured Services"** shall mean medically necessary, professional medical services that are rendered to Non-Clinic Patients at Hospital who are not insured for medical care by any third-party payor and ineligible for federal or state medical assistance under the Medicare or Medicaid programs (collectively, the **"Uninsured Patients"**). Contractor understands and agrees that the determination of whether a patient is uninsured may not be made until sometime after the date of service. Uninsured Services do not include any Professional Services provided by Contractor to Excluded Patients.

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(c) Procedures with the following modifiers will be reimbursed at the Medicare allowable rate using the current established Medicare guidelines for reimbursement when using the modifier:

(i) Procedures that are or could be billed with the modifier 22 (unusual procedural services) will not be considered for additional reimbursement to be paid to Contractor; rather the procedure will be reimbursed at the Medicare allowable rate and if other modifiers are used, the procedure will be paid at the current established Medicare reimbursement rate applying Medicare guidelines for those modifiers.

(ii) If modifier 52 (reduced services) and/or 53 (discontinued services) is/are needed for billing, the percentage of the Medicare allowable rate to be paid to Contractor will be determined by the Hospital physician billing manager and the Hospital Chief Medical Officer (CMO).

(iii) Unless a code is specifically designated as an add-on code, the Medicare rules for multiple procedure guidelines shall apply (*i.e.,* the main procedure will be paid at one hundred percent (100%) and subsequent procedures will be paid at fifty percent (50%)), consistent with Medicare reimbursement guidelines for modifiers.

(d) The Parties intend that Hospital will pay for Uninsured Services only if the Uninsured Patient has no means of paying for those services (*e.g.,* independent wealth, third-party payor, etc.). If it is later determined that an Uninsured Patient or a third-party payor will pay for the Uninsured Services the following shall apply:

(i) Hospital shall have the sole and exclusive right to bill, collect and own any and all fees that might be collected for Uninsured Services provided by Contractor pursuant to this Agreement. Contractor hereby grants Hospital the right to retain any and all collections received by Hospital for Contractor's Uninsured Services. In the event that Contractor receives any payment from third-party payors for Uninsured Services that Contractor furnishes pursuant to this Agreement, Contractor shall promptly turn over such payments to Hospital. Contractor shall designate Hospital as Contractor's attorney-in-fact for billing for Uninsured Services provided by Contractor pursuant to this Agreement.

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(ii) For any procedure without an established RVU value and/or not listed procedure (*e.g.,* x stop), Hospital will reimburse Contractor based upon Hospital's reimbursement from a payor if Hospital has received payment from a payor. In the event no payment is received from a payor, no reimbursement will be made to Contractor.

(iii) The Parties agree to resolve any and all billing, collection and reimbursement disputes as expeditiously as possible, up to and including the dispute resolution procedure outlined in the Agreement. If a claim is disputed by a payor, Contractor will make every effort to assist the Hospital billing manager to resolve the claim, If the claim is denied by the payor, and no payment is received within twelve (12) months of the service date, the amount of the disputed claim will be adjusted (recouped) from future payments due to Contractor after the twelve (12) month period.

(iv) Hospital will adjust future invoices if Hospital is unable to recover payment for surgery/treatment due to a procedure being classified by a payor as non-payable (*e.g.,* it is considered experimental, represents non-covered services, is categorized as medically unnecessary, or is otherwise excluded from coverage), or if Contractor is found to have breached a necessary reimbursement procedure (*e.g.,* scheduling a procedure from its office and not obtaining the authorization for the procedure to be performed at Hospital). No payment will be allowed to Contractor in these circumstances. At its discretion and at its sole cost and expense, Contractor may appeal to the payor any determination that a procedure is non-payable.

(e) Hospital shall pay to Contractor the Uninsured Patient Compensation, so long as Contractor submits a **"Non-Clinic Uninsured Patient Compensation Claim"**, attached hereto as **Attachment B**, with information relating to its patient encounters as follows:

(i) It has been 90 - 180 days since the date of service(s);

(ii) Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below;

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(iii) Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form;

(iv) Contractor has verified that patient has not become eligible for a government sponsored program; and

(v) Contractor has completed a 1500 billing form.

4. Professional Liability Reimbursement. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Twenty-Eight Dollars and Eleven Cents ($28.11) per Shift worked to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor, not to exceed Eight Hundred Fifty-Four Dollars and Ninety-One Cents ($854.91) per month. This amount reflects the then-current rate, rates are subject to change.

5. Timing. Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Attachment B

Non-Clinic Uninsured Patient Compensation Claim

DATE: _____

CLAIM TO: Natividad Medical Center or **FAX:** 831.755.4087
Post Office Box 80007
Salinas, CA 93912

Attention: Vince Carr/Billing Office

PAY TO: _____

CONTRACTOR:

- ❑ It has been ninety (90) days and no more than one hundred and eighty (180) days since the date of service(s).
- ❑ Contractor has made a reasonable effort to collect payment and has been rejected for payment by the responsible third party(ies) and/or patient(s) for the patient(s) listed below.
- ❑ Contractor has received notification from the third party(ies) and/or patient(s) that no payment will be made. Copies of denials from all payor sources are attached to this form.
- ❑ Contractor has verified that patient has not become eligible for a government sponsored program.
- ❑ Group Physician has completed documentation to support claim (dictation & authentication)
- ❑ 1500 Form(s) for each patient listed below is attached to this claim.

Questions about this claim should be directed to Contractor or Contractor's Billing Office:

NAME:	PHONE:	FAX:

Date of Service	Provider Name	Hospital Patient Account Number	CPT	Modifier	Medicare Rate for area JE Rest of California 0111299
				Amount Due:	

NMC BILLING OFFICE:

Approved

- ❑ Verified patient has no payor source
- ❑ Verified dictation to support the claim
- ❑ Verified e-signature

Date: _____

→ Forward Claim to Physician Services

Denied

- ❑ Patient has payor source _____
- ❑ Missing dictation
- ❑ Missing e-signature

Date: _____

→ Return Claim to Contractor

→ Forward Claim to Physician Services → Return Claim to Contractor

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective June 1, 2024 ("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 RASHNA FARHAD GINWALLA, M.D. ("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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

RASHNA FARHAD GINWALLA, M.D.

26741 Portola Pkwy, Suite 1E-921
Foothill Ranch, CA 92610

Phone:_____

Fax:_____

If to Covered Entity, to:

Natividad Medical Center

1441 Constitution Boulevard

Salinas, CA 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

RASHNA FARHAD GINWALLA, M.D.

By: DocuSigned by: Rashna Farhad Ginwalla B3F740B56EDE48E...

Print Name: Rashna Farhad Ginwalla

Print Title: MD

Date: 5/17/2024 | 2:01 PM PDT

COUNTY OF MONTEREY, ON BEHALF OF *NATIVIDAD MEDICAL CENTER*

By: DocuSigned by: Charles R. Harris 4E1F837D204E481...

Print Name: Charles R. Harris

Print Title: CEO

Date: 5/17/2024 | 3:06 PM PDT

Docusign Envelope ID: 35326DC9-58A9-439C-9690-50F0ECD86A08

SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and **RGTACS INC, PROFESSIONAL CORPORATION d/b/a RGTACS, INC.**, a California professional corporation, (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2024, as assigned June 14, 2024 and amended June 17, 2025 (collectively the "**Agreement**") pursuant to which Contractor, provides Specialty Services.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1.** Section 5.1 to the Agreement is herby amended and restated to read in its entirety as follows:

> **"5.1 Term**. This Agreement shall become effective on June 1, 2024 (the **"Effective Date"**), and shall continue until June 30, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

Docusign Envelope ID: 35326DC9-58A9-439C-9690-50F0ECD86A08

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

RGTACS, INC, a California Professional Corporation

Signed by:
By: Rashna Ginwalla, MD Date: 2/8/2026 | 3:35 PM PST
3B04E9502C37435...
Its RFG

By: _____
Its _____

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta Date: 2/9/2026 | 8:15 AM PST
696D21D44C4341D...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrea Valentine Date: 2/9/2026 | 9:47 AM PST
25834C99A191E41...
Deputy Auditor/Controller

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N. Tran M.D. INC, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties.

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2019, as amended effective July 1, 2021, January 1, 2023, and May 1, 2024 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to add Sixty-Five Thousand Dollars ($65,000) to the aggregate amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Million Seven Hundred Fifteen Thousand Dollars ($2,715,000)."

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 619C33B7-33E7-4D18-9DD7-15BDAC82D866

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

THAI LAN N TRAN, MD INC., a California professional corporation

By: _____ Date: 1/22/2026
Its

By: _____
Its

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Deputy Purchasing Agent

Date: 1/26/2026 | 9:33 AM PST

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 1/23/2026 | 2:16 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454E6...
Deputy Auditor/Controller

Date: 1/25/2026 | 4:02 PM PST

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FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**), by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and Thai Lan N. Tran M.D. INC, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties.:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California and various outpatient clinics under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated June 1, 2019, as amended effective July 1, 2021, January 1, 2023, May 1, 2024 and January 26, 2026 (collectively, the **"Agreement"**) pursuant to which Contractor provides Specialty services to Hospital's Patients.

C. Hospital and Contractor desire to amend the Agreement to extend the term by twenty-four months (24) and add One Million Eight Hundred Thousand Dollars ($1,800,000), to the aggregate not to exceed amount payable to Contractor.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Four Million Five Hundred Fifteen Thousand Dollars ($4,515,000)."

3. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on June 1, 2019 (the **"Effective Date"**), and shall continue until June 30, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement."

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4. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

5. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

6. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 18D7887B-E40A-4D63-A2BF-7BD008F24D42

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

THAI LAN N TRAN, MD INC., a California professional corporation

Signed by:
By: Thai Lan Tran
4D42E9CAA4834FE...
Its Trauma Surgeon

Date: 2/2/2026 | 4:28 PM PST

By: _____
Its

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
_____ Date: 2/3/2026 | 9:03 AM PST
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
_____ Date: 2/4/2026 | 8:47 AM PST
Deputy Auditor/Controller

Docusign Envelope ID: 5FC4A10B-3233-460B-9BCC-AFE85BAD2F2E

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between COUNTY OF MONTEREY ("County") on behalf of

NATIVIDAD MEDICAL CENTER ("Hospital")

and

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC. ("Contractor")

Docusign Envelope ID: 5FC4A10B-3233-460B-9BCC-AFE85BAD2F2E

PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) is entered into as of November 1, 2024, by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation (**"Contractor"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties."**

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the **"State"**), wholly owned and controlled by Alan Nazarian, M.D. (**"Physician"**), an individual duly licensed and qualified to practice medicine in the State. Physician is experienced in the specialized field of infectious disease (the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall, through the services of Physician, provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall, through the services of Physician, provide Specialty medical care and treatment (the **"Professional Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall be available on an on-call basis to provide Specialty medical care and treatment to Patients (**"Coverage Services"**), along with other Panel Members, in a manner that is sufficient to ensure coverage of Hospital in the Specialty twenty-four (24) hours per day, seven (7) days a week, including all holidays, upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of twenty-four (24) hour shifts (**"Shifts"**) of Coverage Services to be provided by Contractor,

(c) Contractor shall ensure that Physician provides timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Physician is the physician on-call at the time of the referral, Physician shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

1.2 Teaching Services. Contractor shall, through the services of Physician, provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall, through the services of Physician, provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.5 Availability. Contractor shall ensure that Physician shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her

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best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.6 Absences. If Contractor or Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Physician's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Physician's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.7 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of Physician's time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.7**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

1.8 Medical Staff. Physician shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Physician's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Physician is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Physician's obligations hereunder, Physician shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Physician diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Physician has been granted privileges to perform the Services. Physician may obtain and maintain medical staff privileges at any other hospital or health care facility at Physician's sole expense.

1.9 Professional Qualifications. Physician shall have and maintain an unrestricted license to practice medicine in the State. Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.10 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time-to-time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and Physician shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

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1.11 Performance Standards. Contractor and Physician shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.12 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.12** (the **"Code"**), and agrees that Contractor and Physician have been given ample opportunity to read, review and understand the Code. With respect to Contractor's and Physician's business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor Physician shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and Physician shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.13 Continuing Medical Education. Contractor shall ensure that Physician participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.14 Use of Space. Contractor and Physician shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.15 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of Physician at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Physician becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Physician voluntarily or involuntarily retires from the practice of medicine;

(e) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(f) Contractor or Physician is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or Physician's ability to provide the Services; or

(i) Contractor or Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.16 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Physician has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Physician's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Physician has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.17 Nondiscrimination. Neither Contractor nor Physician shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.18 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.19 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Physician shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.20 Coordination with Attending Physicians. Contractor shall ensure that Physician promptly reports the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

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1.21 Medical Records and Claims.

(a) Contractor shall ensure that Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

1.22 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.23 Response Times. Contractor shall ensure that Physician responds in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall ensure that Physician responds within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

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2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or Physician under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or Physician for NMC Services rendered by Contractor or Physician pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or Physician pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

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2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Physician's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and Physician with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Physician is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Physician shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

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☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Physician complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Physician, 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 and Physician 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

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(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and Physician shall indemnify, defend, and hold harmless 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 Contractor's or Physician'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 and Physician's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Physician, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or Physician shall be construed to make or render Contractor or Physician the agent, employee or servant of County. Contractor and Physician agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and Physician is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and Physician. Physician shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or Physician with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with Physician.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or Physician's professional medical judgment or the methods by which Contractor or Physician performs professional medical services; provided, however, that Contractor and Physician shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and Physician shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or Physician best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor Physician shall refer any Hospital patient to any provider or health care services which either Contractor or Physician knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Physician or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of

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insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or Physician to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on November 1, 2024 (the **"Effective Date"**), and shall continue until September 30, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or Physician where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Physician;

(c) Physician's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor or Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(e) Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Physician's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Physician for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Physician's performance of the Services or Physician is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Physician is charged with or convicted of a criminal offense;

(j) Physician's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Physician is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

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(l) Physician acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor or Physician of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

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(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or Physician referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or Physician;

(vi) subject Hospital or Contractor, Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

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5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Physician's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and Physician shall immediately vacate the premises, removing any and all of Contractor's and Physician's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Physician has not so removed;

(c) Contractor and Physician shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Physician's possession or under Contractor's or Physician's control;

(d) Contractor and Physician shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Physician to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or Physician's possession or under Contractor's or Physician's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

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ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Physician shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Physician shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Physician, the provision of the Services, or the obligations of Contractor and Physician under this Agreement, including without limitation laws that require Contractor or Physician to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor and Physician shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope

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of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Physician may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Physician, or to which Contractor or Physician may gain access in the performance of the Services under this Agreement, or which Contractor or Physician knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor Physician shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Physician shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and Physician protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that

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Contractor and Physician prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor and Physician shall return to Hospital all Confidential Information and all copies thereof in Contractor's and Physician's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor Physician shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or Physician shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or Physician's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or Physician under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other

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period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or

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modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of

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any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that Physician does not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that Physician does not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter

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relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Physician served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Physician's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

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If to Contractor, addressed to:

Hayvenhurst Infectious Diseases Consultants, Inc.
Post Office Box 177785
Beverly Hills, CA 90210
Attention: Alan Nazarian, M.D.

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation

Signed by:
By: Allan Nazarian MD
A3D73F43D614461...
Date: 10/21/2024 | 3:58 PM PDT
Its Sole Shareholder

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Date: 10/25/2024 | 4:09 PM PDT
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

Signed by:
Stacy Saetta
696D21D44C4341D...
Date: 10/25/2024 | 1:29 PM PDT
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Date: 10/25/2024 | 3:59 PM PDT
Deputy Auditor/Controller

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.7

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

Name:
Employee #:
Dept Name:
Cost Center:
Period Ending:

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
			Direct Patient Care Services												Non-Productive Hrs				
			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
9	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
10	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.12

Natividad
Inspiring healthy lives

MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

Exhibit 1.12-4

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12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Alan Nazarian MD

Signature: Signed by: Alan Nazarian MD A3D73F43D614461... Date: 10/21/2024 | 3:58 PM PDT

Exhibit 1.12

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Thirty-Nine Dollars and Forty-One Cents ($239.41) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective November 1, 2024 ("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 HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC. ("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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

Hayvenhurst Infectious Diseases Consultants, Inc.
Post Office Box 177785
Beverly Hills, CA 90210
Attention: Alan Nazarian, M.D.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC.

Signed by:
By: Alan Nazarian MD
A3D73F43D614461...

Print Name: Alan Nazarian MD

Print Title: MD

Date: 10/21/2024 | 3:58 PM PDT

COUNTY OF MONTEREY, ON BEHALF OF *NATIVIDAD MEDICAL CENTER*

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...

Print Name: Charles R. Harris

Print Title: CEO

Date: 10/25/2024 | 4:09 PM PDT

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FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and HAYVENHURST INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated November 1, 2024 (the **"Agreement"**) pursuant to which Contractor provides Specialty services to patients.

C. Hospital and Contractor desire to amend the Agreement to add Five Hundred Thousand Dollars ($500,000) to the aggregate amount payable to Contractor, extend the term of the Agreement for an additional twenty-four (24) months, and modify the professional liability reimbursement language, as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation**. Hospital shall pay to Contractor the amount determined in **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars ($700,000).**"**

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**5.1 Term**. This Agreement shall become effective on November 1, 2024 (the "**Effective Date**"), and shall continue until September 30, 2028 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

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4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with Exhibit 2.1 attached hereto.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

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IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

HAYVENHURT INFECTIOUS DISEASES CONSULTANTS, INC., a California professional corporation

DocuSigned by:
By: Alan Nazarian
A3D73F43D614461...
Its MD

Date: 1/28/2026 | 3:12 PM PST

NATIVIDAD MEDICAL CENTER

_____
Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 2/4/2026 | 2:52 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrea Valentine
25834C99491E449...
Deputy Auditor/Controller

Date: 2/4/2026 | 4:31 PM PST

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Forty-Three Dollars and Ninety-Seven Cents ($243.97) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

by and between COUNTY OF MONTEREY ("County") on behalf of

NATIVIDAD MEDICAL CENTER ("Hospital")

and

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION ("Contractor")

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PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (this **"Agreement"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation (**"Contractor"**) is entered into on the date executed by all Parties, (**"Effective Date"**). County, Hospital and Contractor are sometimes referred to in this Agreement as a **"Party"** or, collectively, as the **"Parties**."

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the **"Clinic"**) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the **"State"**), wholly owned and controlled by Aric Gregson, M.D. (**"Physician"**), an individual duly licensed and qualified to practice medicine in the State. Physician is experienced in the specialized field of infectious disease (the **"Specialty"**).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (**"ED"**) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital's operating room and/or who present to Hospital's Clinic (collectively, the **"Patients"**), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Specialty coverage for the Hospital as required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a **"Panel Member"** and, collectively, the **"Panel Members"**), to provide call coverage for the Hospital, upon the terms and subject to the conditions set forth in this Agreement.

E. Contractor and Hospital wish to enter into an arrangement, pursuant to which Contractor shall, through the services of Physician, provide certain professional and administrative services for Hospital and Clinic in accordance with the terms of this Agreement.

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AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.
CONTRACTOR'S OBLIGATIONS

1.1 Professional Services.

(a) Contractor shall, through the services of Physician, provide Specialty medical care and treatment (the **"Professional Services"**) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(b) Contractor shall be available on an on-call basis to provide Specialty medical care and treatment to Patients (**"Coverage Services"**), along with other Panel Members, in a manner that is sufficient to ensure coverage of Hospital in the Specialty twenty-four (24) hours per day, seven (7) days a week, including all holidays, upon the terms and conditions set forth in this Agreement. For the avoidance of doubt, Contractor shall provide Coverage Services with other Panel Members, and nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor contemplates or guarantees any minimum number of twenty-four (24) hour shifts (**"Shifts"**) of Coverage Services to be provided by Contractor,

(c) Contractor shall ensure that Physician provides timely initial follow-up care for all Hospital patients referred for care by the ED or attending physician. If Physician is the physician on-call at the time of the referral, Physician shall provide any necessary follow-up care for such patients regardless of the patient's ability to pay for services at the time of the first visit.

1.2 Teaching Services. Contractor shall, through the services of Physician, provide to Hospital those teaching services set forth in **Exhibit 1.2** (collectively, the **"Teaching Services"**). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.3 Additional Services. Contractor shall, through the services of Physician, provide to Hospital those additional services set forth in **Exhibit 1.3** (the **"Additional Services"**), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services, Coverage Services and Additional Services are sometimes referred to collectively in this Agreement as the **"Services."**

1.4 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services, Coverage Services and Additional Services as reasonably requested by Hospital from time to time.

1.5 Availability. Contractor shall ensure that Physician shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Physician's schedule of availability to perform the Services during the following month. Physician shall use his or her

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best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.6 Absences. If Contractor or Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Physician's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Physician's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.7 Time Reports. Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of Physician's time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.7**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

1.8 Medical Staff. Physician shall be a member in good standing and active on the Hospital's medical staff (the **"Medical Staff"**) and have and maintain all clinical privileges at Hospital necessary for the performance of Physician's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Physician is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Physician's obligations hereunder, Physician shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Physician diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Physician has been granted privileges to perform the Services. Physician may obtain and maintain medical staff privileges at any other hospital or health care facility at Physician's sole expense.

1.9 Professional Qualifications. Physician shall have and maintain an unrestricted license to practice medicine in the State. Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (**"DEA"**) registration.

1.10 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time-to-time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and Physician shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

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1.11 Performance Standards. Contractor and Physician shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the **"Hospital Rules"**), and all protocols applicable to the Services or the Hospital (the **"Protocols"**).

1.12 Code of Conduct. Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.12** (the **"Code"**), and agrees that Contractor and Physician have been given ample opportunity to read, review and understand the Code. With respect to Contractor's and Physician's business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor Physician shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and Physician shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.13 Continuing Medical Education. Contractor shall ensure that Physician participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.14 Use of Space. Contractor and Physician shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

1.15 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or Physician becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the **"Federal Health Care Programs"**) or state equivalent, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of Physician at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Physician becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;

(d) Physician voluntarily or involuntarily retires from the practice of medicine;

(e) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

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(f) Contractor or Physician is charged with or convicted of a criminal offense;

(g) Contractor changes the location of Contractor's office;

(h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or Physician's ability to provide the Services; or

(i) Contractor or Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.16 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) neither Contractor nor Physician has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Physician has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Physician has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Physician's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Physician has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.17 Nondiscrimination. Neither Contractor nor Physician shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.18 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.19 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Physician shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.20 Coordination with Attending Physicians. Contractor shall ensure that Physician promptly reports the results of all professional services furnished to an ED patient to such patient's attending physician(s) and any other physician(s) engaged in specialty consultation or treatment for such patient.

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1.21 Medical Records and Claims.

(a) Contractor shall ensure that Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to ED patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any ED patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to ED patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for ED patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

1.22 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.23 Response Times. Contractor shall ensure that Physician responds in person to a request for an emergency evaluation by the attending physician or the ED physician within a response time frame as required by the patient's medical condition and in accordance with Hospital Rules. Contractor shall ensure that Physician responds within forty (40) minutes by phone, if asked to respond by phone, to any request for an ED or patient phone consultation and subsequent follow-up at Hospital.

ARTICLE II.
COMPENSATION

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars ($200,000).

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2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or Physician under this Agreement (the **"NMC Services"**). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or Physician for NMC Services rendered by Contractor or Physician pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or Physician pursuant to this Agreement.

(d) **Joint and Several Liability**. Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

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2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

(i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a **"Managed Care Organization"**) designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;

(ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

(iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or

(iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than

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A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Hospital's Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor's or Physician's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance**, covering Contractor and Physician with coverage of not less than One-Million Dollars ($1,000,000) per physician per occurrence and Three-Million Dollars ($3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Physician is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor and Physician shall either continue such coverage or obtain extended reporting coverage (**"Tail Coverage"**), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. 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.

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(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 One Million Dollars ($1,000,000) per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident and One Million Dollars ($1,000,000) each disease.

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☐ Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Physician complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Physician, 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 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 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 Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, 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 and Physician 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

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(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and Physician shall indemnify, defend, and hold harmless 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 Contractor's or Physician'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 and Physician's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Physician, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or Physician shall be construed to make or render Contractor or Physician the agent, employee or servant of County. Contractor and Physician agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

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3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and Physician is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and Physician. Physician shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (**"IRS"**) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or Physician with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with Physician.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or Physician's professional medical judgment or the methods by which Contractor or Physician performs professional medical services; provided, however, that Contractor and Physician shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

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4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and Physician shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or Physician best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor Physician shall refer any Hospital patient to any provider or health care services which either Contractor or Physician knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and Physician, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Physician or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of

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insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an **"Action"**) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor's Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or Physician to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital 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 Ten Thousand Dollars ($10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

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ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the **Effective Date**, and shall continue until September 30, 2026 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or Physician where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Physician;

(c) Physician's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor or Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's policies, rules or regulations;

(e) Physician is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

(f) Physician's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Physician's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Physician for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Physician's performance of the Services or Physician is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Physician is charged with or convicted of a criminal offense;

(j) Physician's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Physician is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

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(l) Physician acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor or Physician of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(o) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, **"Government Action"** shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

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(i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;

(iii) prevent Contractor or Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor or Physician referred patients to Hospital or any Affiliate of Hospital;

(v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor or Physician;

(vi) subject Hospital or Contractor, Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, **"Affiliate"** shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

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5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Physician's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and Physician shall immediately vacate the premises, removing any and all of Contractor's and Physician's personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Physician has not so removed;

(c) Contractor and Physician shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Physician's possession or under Contractor's or Physician's control;

(d) Contractor and Physician shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Physician to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or Physician's possession or under Contractor's or Physician's control.

5.8 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

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ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Physician shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, **"HIPAA,"** the obligations collectively referred to herein as **"HIPAA Obligations"**), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Physician shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, **"Laws"**) applicable to Contractor and Physician, the provision of the Services, or the obligations of Contractor and Physician under this Agreement, including without limitation laws that require Contractor or Physician to disclose any economic interest or relationship with Hospital, the Emergency Medical Treatment and Active Labor Act and the rules and regulations thereunder (**"EMTALA"**), and California Health and Safety Code Section 1317 and the rules and regulations thereunder (**"Health and Safety Code §1317"**). Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws, including EMTALA, and Health and Safety Code §1317. Contractor and Physician shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope

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of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Physician may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. **"Trade Secrets"** includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. **"Confidential Information"** includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Physician, or to which Contractor or Physician may gain access in the performance of the Services under this Agreement, or which Contractor or Physician knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor Physician shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Physician shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and Physician protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that

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Contractor and Physician prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor and Physician shall return to Hospital all Confidential Information and all copies thereof in Contractor's and Physician's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor Physician shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or Physician shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or Physician's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or Physician under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a **"Dispute"**), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the **"Dispute Notice"**), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the **"Meet and Confer"**). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other

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period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (**"JAMS"**), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the **"Arbitration Notice"**). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the **"Panel"**). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or

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modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of

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any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement 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 control, including 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, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that Physician does not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that Physician does not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter

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relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Physician served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.18 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's or Physician's duties under this Agreement.

6.19 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

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If to Contractor, addressed to:

AG Infectious Diseases, A Medical Corporation
11301 West Olympic Boulevard, Suite 435
Los Angeles, CA 90064
Attention: Aric Gregson, M.D.

6.21 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor Physician is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.22 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.23 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.24 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.25 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[*signature page follows*]

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The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

AG Infectious Diseases, A Medical Corporation, a California professional corporation

Signed by:
By: Aric Gregson Date: 1/21/2025 | 7:07 PM PST
F68D1FEF78CC4C1...
Its Sole Shareholder

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris Date: 1/23/2025 | 3:58 PM PST
4E1F837D204E481...
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta Date: 1/21/2025 | 10:29 PM PST
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz Date: 1/22/2025 | 7:23 AM PST
E79EF64E57454F6...
Deputy Auditor/Controller

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Exhibit 1.2

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. supervise patient care in a constructive and supportive way;

2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;

3. create a professional role model; and

4. evaluate resident performance in a meaningful, objective fashion.

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Exhibit 1.3

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, through Physician, shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;

2. participate in utilization review programs, as reasonably requested by Hospital;

3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;

4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;

5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;

6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;

7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;

8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;

9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and

10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

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Exhibit 1.7

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)

Natividad MEDICAL CENTER

Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

			Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities				Total
			00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
Name:			Direct Patient Care Services												Non-Productive Hrs				
Employee #:																			
Dept Name:			Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administative (specify)	CME (PR)	Conferences and Training (PR)	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non-Billable Activities (specify)	TOTAL HOURS
Cost Center:																			
Period Ending:																			
1	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
2	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
3	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
4	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
5	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
6	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
7	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
8	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
9	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
10	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
11	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
12	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
13	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	
14	Date:	A Hospital & NMC Clinic Time																	
		B. Non-Hosp & Non-NMC Clinic Time																	

SIGN IN BLUE INK

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

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Exhibit 1.12

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Number:** MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.

2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.

3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.

4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

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Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.

2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.

4. Understand and accept individual cultural differences.

5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.

6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.

8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.

2. Falsification of medical records, including timekeeping records and other Natividad documents.

3. Working under the influence of alcohol or illegal drugs.

4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.

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5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.

6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.

7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.

8. Harassment

    a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:

        1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

        2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

        3. Otherwise aversely affects an individual's employment opportunity.

    b. Harassing conduct includes, but is not limited to:

        1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.

        2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.

11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.

Exhibit 1.12-4

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12. Single incident of egregious behavior, such as an assault or other criminal act.

13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.

2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

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MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	**Effective:** 05/09 **Reviewed/Revised:** 12/22
Standard: MSP004-2	**Approved: MEC** 12/22 **BOT** 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name: Aric Gregson

Signature: Signed by: Aric Gregson F68D1FEF78CC4C1... Date: 1/21/2025 | 7:07 PM PST

Exhibit 1.12

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Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Thirty-Nine Dollars and Forty-One Cents ($239.41) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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Exhibit 6.3

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on the date signed by all parties ("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 AG INFECTIOUS DISEASES, A MEDICAL 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.

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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;

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(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 two (2) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

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(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 cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal 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

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(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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 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 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 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.

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.

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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.

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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:

AG Infectious Diseases, A Medical Corporation
11301 West Olympic Boulevard, Suite 435
Los Angeles, CA 90064
Attention: Aric Gregson, M.D.

If to Covered Entity, to:

Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Compliance Officer
Phone: 831.755.4111
Fax: 831.757.2592

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.

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5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor 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. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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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.

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION

Signed by:
By Aric Gregson
F68D1FEF78CC4C1...

Print Name: Aric Gregson

Print Title: CEO / President

Date: 1/21/2025 | 7:07 PM PST

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...

Print Name: Charles Harris

Print Title: CEO

Date: 1/23/2025 | 3:58 PM PST

Docusign Envelope ID: 6F79C66C-19E6-496F-B1E2-EECD40460A67

FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL AND CALL COVERAGE SERVICES AGREEMENT (the **"Amendment"**) by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation (**"Contractor"**) with respect to the following shall be effective on the date signed by all Parties:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility and Level II Trauma Center located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional and Call Coverage Services Agreement dated January 23, 2025 (the **"Agreement"**) pursuant to which Contractor provides Specialty services to patients.

C. Hospital and Contractor desire to amend the Agreement to add Five Hundred Thousand Dollars ($500,000) to the aggregate amount payable to Contractor, to extend the term of the Agreement for an additional twenty-four (24) months and modify the professional liability reimbursement language , as set forth below.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 2.1**. Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"2.1 Compensation**. Hospital shall pay to Contractor the amount determined in **Exhibit 2.1** (the **"Compensation"**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars ($700,000).**"**

3. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> "**5.1 Term**. This Agreement shall become effective on January 23, 2025 (the "**Effective Date**"), and shall continue until September 30, 2028 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

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4. **Exhibit 2.1**. Exhibit 2.1 to the Agreement is hereby deleted and replaced in its entirety with **Exhibit 2.1** attached hereto.

5. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

7. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

[signature page follows]

Docusign Envelope ID: 6F79C66C-19E6-496F-B1E2-EECD40460A67

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

AG INFECTIOUS DISEASES, A MEDICAL CORPORATION, a California professional corporation

Signed by:
By: Aric Gregson Date: 1/28/2026 | 3:34 PM PST
7A3E49B25CDC47A...
Its President

NATIVIDAD MEDICAL CENTER

_____ Date: _____
Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta Date: 1/29/2026 | 7:50 PM PST
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz Date: 2/1/2026 | 4:13 PM PST
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Deputy Auditor/Controller

Docusign Envelope ID: 6F79C66C-19E6-496F-B1E2-EECD40460A67

Exhibit 2.1

COMPENSATION

1. **Compensation.** Hospital shall pay to Contractor the amount of Seven Hundred Twenty Dollars ($720) per twenty-four (24) hour shift when Contractor provides Professional Services and Coverage Services pursuant to this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement**. In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Eighty-Seven Cents ($7.87) per Shift worked by Contractor, not to exceed Two Hundred Forty-Three Dollars and Ninety-Seven Cents ($243.97) per month, to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a **"Shift"** shall mean twenty-four (24) hours a day. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

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FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the **"Amendment"**) is made and entered into as of April 1, 2026 by and between COUNTY OF MONTEREY (**"County"**) on behalf of NATIVIDAD MEDICAL CENTER (**"Hospital"**), and LENA NERJIS MALIK, M.D., an individual (**"Contractor"**) with respect to the following:

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2017, as amended effective as of July 1, 2019 and July 1, 2021, and April 1, 2022, and April 1, 2024 (collectively, the **"Agreement"**) pursuant to which Contractor provides pediatric hospitalist services to Hospital Patients.

C. Hospital and Contractor desire to extend the term of the Agreement by twenty-four (24) months.

AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. **Section 5.1**. Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

> **"5.1 Term.** This Agreement shall become effective on July 1, 2017 (the **"Effective Date"**), and shall continue until March 31, 2028 (the **"Expiration Date"**), subject to the termination provisions of this Agreement.**"**

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

Docusign Envelope ID: 5A2E1E2E-9079-408E-A862-A55874CCDDCD

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

LENA NERJIS MALIK, M.D., an individual

Signed by:
Lena Malik
916D3D8150304E7...

Date: 1/27/2026 | 9:11 PM PST

NATIVIDAD MEDICAL CENTER

_____ Date: _____

Deputy Purchasing Agent

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
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Date: 1/29/2026 | 7:55 PM PST

Stacy Saetta, Deputy County Counsel

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
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Date: 2/1/2026 | 4:18 PM PST

Deputy Auditor/Controller

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

Original Agreement No. (A-13931)

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
BOGARD CONSTRUCTION, INC.
FOR
CONSTRUCTION MANAGEMENT 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 Bogard Construction, Inc. (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 Bogard Construction, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Agreement expired on April 30, 2023; and

WHEREAS, the Parties wish to renewed and amended the Agreement via Renewal and Amendment No. 1 on October 10, 2023 on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services; and

WHEREAS, the Agreement expired on April 30, 2025; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2025 and to extend the term for an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full Agreement term of May 1, 2018 through April 30, 2027 with no changes to the total aggregate amount for all agreements or scope of services.

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 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2027 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, Renewal & 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 May 1, 2025.

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

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 MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 1/23/2026 | 9:02 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
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Monterey County Chief Deputy Auditor-Controller

Date: 1/24/2026 | 9:51 AM PST

CONTRACTOR

BOGARD CONSTRUCTION, INC.

CONTRACTOR's Business Name
Signature instructions below

By: _____
(Signature of Chair, President, or Vice-President)

JARED D. BOGARD, PRESIDENT
Name and Title

Date: 11/3/25

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

DAVID SULLIVAN, VICE PRESIDENT
Name and Title

Date: 11/3/25

***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)

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
JKL CONSTRUCTION SERVICES, INC.
FOR
CONSTRUCTION MANAGEMENT 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 JKL Construction Services, Inc. (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 JKL Construction Services, Inc. had previously entered into an Agreement for Construction Management Services pursuant to the RFQ #9600-77 (hereinafter "Agreement") on May 1, 2018 to provide construction management services to NMC with a five year term and a total aggregate amount for all Agreements not to exceed $2,000,000; and

WHEREAS, the Parties wish to renewed and amended the Agreement via Renewal and Amendment No. 1 on October 10, 2023 on the same or similar terms, beginning May 1, 2023 and to extend the term for an additional two (2) year period (May 1, 2023 through April 30, 2025) for a revised full Agreement term of May 1, 2018 through April 30, 2025 with no changes to the total aggregate amount for all agreements or scope of services; and

WHEREAS, the Agreement expired on April 30, 2025; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 1, 2025 and to extend the term for an additional two (2) year period (May 1, 2025 through April 30, 2027) for a revised full Agreement term of May 1, 2018 through April 30, 2027 with no changes to the total aggregate amount for all agreements or scope of services.

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 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:
   "The term of this Agreement is from May 1, 2018 through April 30, 2027 unless sooner terminated pursuant to the terms of this Agreement".

2. If there is any conflict or inconsistency between the provisions of Agreement, Renewal & 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 May 1, 2025.

Docusign Envelope ID: 9623D452-9A3A-43FF-A506-A1D84AD80CAC

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 MD, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
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Monterey County Deputy County Counsel

Date: 1/23/2026 | 9:02 AM PST

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: _____

CONTRACTOR

JKL CONSTRUCTION SERVICES, INC.

CONTRACTOR's Business Name
Signature instructions below

DocuSigned by:
By: C J Bjorkman
9027B23E58B16422...
(Signature of Chair, President, or Vice-President)

Craig Bjorkman President/Ceo Craig Bjorkman
Name and Title

Date: 12/4/2025

DocuSigned by:
By: Charles Smith
4C68A92AA4AE41C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Charles Smith Operations Manager
Name and Title

Date: 12/4/2025

***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)