



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13992

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved Non-Standard Agreement with Doug Evers dba Proactive Risk Solutions to provide consulting services for safety coordinator/investigator function within the Resource Management Agency, in a total amount not to exceed \$100,000 for the term of June 12, 2018 through June 30, 2019; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Non-Standard Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 19th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

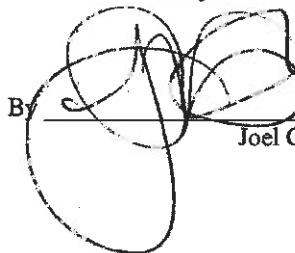
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 19, 2018.

Dated: June 26, 2018

File ID: A 18-276

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

By  _____
Joel G. Pablo, Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Doug Evers dba Proactive Risk Solutions
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide consulting services for safety coordinator/investigator function within the Resource Management Agency.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 100,000.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from June 12, 2018 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- Exhibit A** **Scope of Services/Payment Provisions**
- Exhibit B** **Modifications to Agreement Provisions**

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Contractors Initials DE

Date 5/16/18

~~**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. Please refer to Exhibit B.~~

(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.)

N/A
Contractor's Initials DE

Date 5/16/18

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.)

N/A
Contractor's Initials DE

Date 5/16/18

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia M. Mariscal-Martinez, Management Analyst II	Doug Evers, Owner
Name and Title	Name and Title
County of Monterey Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	Doug Evers dba Proactive Risk Solutions 841 Browns Valley Road Corralitos, California 95076
Address	Address
(831) 755-8966	(831) 768-7777
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 6.29.18

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: May 24, 2018

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 2-29-18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Doug Evers dba Proactive Risk Solutions
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or
Vice-President)*

DOUG EVERS, OWNER
Name and Title

Date: 5/16/18

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

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Doug Evers dba Proactive Risk Solutions, 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 Provide consulting services for safety coordinator/investigator function within the Resources Management Agency (RMA).

A.1.2 Assist in performing the duties and function of the RMA Safety Coordinator/Investigator until a successful candidate is hired to fill the vacant Safety Coordinator/Investigator position in the RMA.

A.1.3 Conduct safety meetings, observe work performed to ensure proper safety measures are addressed and any safety risks are mitigated.

A.1.4 Stop work to make recommendations or conduct safety training to prevent injury or accidents.

A.1.5 Perform investigations associated with employee injuries or accidents resulting in injury, death or damage to property.

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. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Hourly Rate: \$95.00

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment shall 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.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 reference the Multi-Year Agreement (MYA) number and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – 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 RMA – Finance Division at (831) 755-4800.

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.

EXHIBIT B – MODIFICATIONS TO AGREEMENT PROVISIONS

The following changes modify the Standard Agreement ("Agreement"):

1. **Article 3.0, Term of Agreement.** Add the following language to the end of Sub-Article 3.02:

The CONTRACTOR reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

2. **Article 7.0, Termination.** Add the following language to the end of Sub-Article 7.01:

During the term of this Agreement, the CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the County at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

3. **Article 8.0, Indemnification.** Add the following language to the end of Sub-Article 8.01:

County of Monterey (hereinafter, "County") shall indemnify, defend, and hold harmless the CONTRACTOR its agents, employees or sub-contractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its officers, agents and employees, excepting only loss, injury or damage caused by the negligence or willful misconduct of CONTRACTOR. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the CONTRACTOR. The County shall reimburse the CONTRACTOR for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the CONTRACTOR under this Agreement.

4. **Article 9.0, Insurance Requirements.** Replace the third paragraph of Sub Article 9.03, Business Automobile Liability Insurance, with the following:

Business Automobile Liability Insurance, covering owned vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$100,000 per occurrence.

5. **Article 9.0, Insurance Requirements.**

At the time of execution of this Agreement, CONTRACTOR (Doug Evers dba Proactive Risk Solutions) 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 Insurance as described in the fourth paragraph of Sub Article Section 9.03, Workers' Compensation Insurance, of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2018

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 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  Nathan Jones, Agent 2000 Freedom Blvd Freedom, CA 95019	CONTACT NAME:		
	PHONE (A/C No. Ext): 831-763-4200	FAX (A/C No.): 831-763-4250	
INSURED EVERS, DOUG & PRO ACTIVE 841 BROWNS VALLEY RD CORRALITOS CA 95076-6316	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Fire and Casualty Company		25143
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	97-CB-Y369-6	05/05/2018	05/05/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

ADDITIONAL INSURED:
COUNTY OF MONTEREY, ITS
OFFICERS, AGENTS, AND
EMPLOYEES
1441 SCHILLING PL
SALINAS, CA 93901

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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CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.

For questions or changes call: (800) 922-8228

Page 1 of 2

1. Name and Address of Insured



DOUGLAS S EVERS
LYNDA A EVERS
841 BROWNS VALLEY RD
WATSONVILLE CA 95076-6316

POLICY INFORMATION	Declarations Type	Amended Declarations	Process Date	04-12-2018
	Policy Number	CAAS100189465	Insured Since	1991
	From	04-12-2018	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.	
	To	08-26-2018	12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address

Occupation

Alternate Number

Telephone Number

Other

(831) 761-2321

VEHICLES	Item	Make	Model Yr	Body Type	Vehicle Identification No.	DRIVERS	Name	
	1	FORD	2001	CREW PICKUP	3FTSW31F61MA65879		Drivers do not necessarily correspond to principally operated vehicles.	DOUGLAS
	2	TOYOTA	1998	WAGON 4 DOOR	JT3HN86R1W0135669		LYNDA	
	3	TOYOTA	1998	WAGON 4 DOOR	JT3HN86R0W0135842		MC KENZI	
	4	TOYOTA	2015	SEDAN 4 DOOR	5YFBURHEXFP361350		BAILEY	

Coverage	Liability Limits		Item 1		Item 2		Item 3		Item 4	
	Each Person	Each Occurrence	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
Bodily Injury	500,000	1,000,000		\$251		\$173		\$120		\$228
Medical Payments	2,000			\$18		\$19		\$9		\$35
Uninsured Motorists	100,000	300,000		\$41		\$25		\$16		\$56
Property Damage		100,000		\$220		\$178		\$132		\$228
Comprehensive Actual Cash Value Less Deductible			1,000	\$63	No Coverage		No Coverage		100	\$206
Full Comprehensive Safety Glass Endorsement (\$0 deductible)			NO COV		NO COV		NO COV		NO COV	
Collision Actual Cash Value Less Deductible			1,000	\$233	No Coverage		No Coverage		150	\$1,056
Enhanced Transportation Expense \$25 per day/\$750 aggregate				\$28	No Coverage		No Coverage			\$28
All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage		No Coverage		No Coverage	
Vehicle Loan/Lease Protection Endorsement			No Coverage		No Coverage		No Coverage		No Coverage	
New Car Added Protection Endorsement			No Coverage		No Coverage		No Coverage		No Coverage	
Original Equipment Manufacturer Parts (OEM) Endorsement			No Coverage		No Coverage		No Coverage		No Coverage	
Ride-sharing Coverage Endorsement			No Coverage		No Coverage		No Coverage		No Coverage	
TOTAL PREMIUM PER VEHICLE ➤			\$854		\$395		\$277		\$1,837	
* Automobile Death Benefits \$15,000 per deceased insured person									Premium \$15	

Premium Summary

This is not a bill.

CA Surcharge: \$0

Total Premium shown is for the Member Advantage™ Program.

EXCLUSIONS

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:
CARSON EVERS

CHANGES

Schedule of Changes

Maintain Vehicle(s)

DISCOUNTS/MESSAGES	Item	Rated Driver	Driv Safety Record	Yrs Driv Exp	Est Ann Mi Driven	Veh Garage Zip	Vehicle Usage	Gender	Marital	See final page for explanation of codes.
	1	DOUGLAS EVERS	1 Pt	40	17,089 Mi	95076	Pleasure	M	M	
	2	Undesignated			12,089 Mi	95076	Pleasure			
	3	Undesignated			1,000 Mi	95076	Pleasure			
	4	LYNDA EVERS	1 Pt	35	25,571 Mi	95076	Pleasure	F	M	
Discounts: Mature Driver: Item(s) 1, 2, 3. Good Driver: Item(s) 1, 2, 3, 4. Multi Policy home: Item(s) 1, 2, 3, 4. Multi Car: Item(s) 1, 2, 3, 4. New Driver: None. Good Student: None.										
LOSS PAYEE(S)	Item 4	BAY FEDERAL CREDIT UNION 3333 CLARES ST CAPITOLA CA 95010				Item 5	BASE FEDERAL CREDIT UNION PO BOX 790628 SAN ANTONIO TX 78279		You may qualify for other products and discounts. For more info call your Insurance Agent House Agent Watsonville	

IMPORTANT NOTICE: THIS IS A PART OF YOUR DECLARATIONS

The insurance afforded is only with respect to such of the preceding coverages as are indicated by specific premium charge or charges. The limit of the Exchange's liability under each such coverage shall be as stated herein, subject to all the terms of the policy. The purpose for which the automobile is to be used is pleasure or business, subject to the exclusions in the policy, including the exclusion for wholesale and retail delivery.

RENEWAL CERTIFICATE - Extends this policy for the period shown under Policy Period upon payment of the premium.

AMENDED DECLARATIONS - In consideration of the premium adjustment indicated herein this policy is hereby amended only with respect to such changes as are indicated in the schedule of changes. The limit of the Exchange's liability under such amended coverage shall be as stated herein.

LOSS PAYEE(S) - Any loss under Physical Damage coverages is payable as interest may appear to the named insured and the Loss Payee in accordance with the loss payable agreement.

RATING INFORMATION DISCLOSURE EXPLANATION

(From Discounts/Messages Section on Previous Page)

ITEM (ITEM NUMBER): Item number is the number assigned to the vehicle shown on the Declarations.

RATED DRIVER: The driver assigned to a vehicle whose attributes (e.g., years driving experience, driving safety record, gender, and marital status) are used to develop the premium.

DRIV SAFETY RECORD (DRIVING SAFETY RECORD): The total number of points assessed the driver for "principally at fault chargeable accidents" with or without injury and/or vehicle code violation convictions (tickets). A "principally at fault chargeable accident" occurs when the driver of a vehicle is at least 51% at fault for an accident and the total monetary damages (whether paid or not) in the accident exceed:

- \$750 or the accident resulted in death for losses occurring prior to 12/11/11
- \$1,000 or the accident resulted in death for losses occurring 12/11/2011 or after

Additional information on the number and types of incidents can be provided on request. Carriers use different point count systems for rating purposes. The number of points shown on your declarations would not necessarily match the number of points assigned by another carrier.

YRS DRIV EXP (YEARS DRIVING EXPERIENCE): The number of years a driver has been licensed to drive a motor vehicle anywhere in the world. However, a driver must have at least 18 months current driving experience in the United States, U.S. Territories, or Canada, before foreign country driving experience can be counted.

EST ANN MI DRIVEN (ESTIMATED ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle will be driven in the coming year.

VEH GARAGE ZIP (VEHICLE GARAGED ZIP CODE): The ZIP code of the location where the vehicle is garaged.

VEHICLE USAGE: Vehicles are assigned to one of five usage designations: Business Use, Work Commute, Farm Use, Farm Business Use or Pleasure.

GENDER: "M" stands for Male and "F" stands for Female.

MARITAL (MARITAL STATUS): "M" stands for Married, and "S" stands for Single.

DISCOUNTS: A reduced rate applies for each Discount listed.



CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

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Page 1 of 2

1. Name and Address of Insured



DOUGLAS S EVERS
LYNDA A EVERS
841 BROWNS VALLEY RD
WATSONVILLE CA 95076-6316

POLICY INFORMATION	Declarations Type	Amended Declarations	Process Date	04-12-2018
	Policy Number	CAAS100189465	Insured Since	1991
	Your Policy Period	From	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.	
		To	12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address

Occupation

Alternate Number

Telephone Number

Other

(831) 761-2321

VEHICLES	Item	Make	Model Yr	Body Type	Vehicle Identification No.	DRIVERS	Name	ADB7*
	5	HONDA	2014	WAGON 4 DOOR	2HKRM4H39EH662509			
	6	AMERICAN MOTORS	1982	UTILITY	1JCCN87E4CT007890			
	7	GMC	1996	WAGON 4 DOOR	3GKGK26J4TG515317			
	Drivers do not necessarily correspond to principally operated vehicles.							

COVERAGES/PREMIUMS	Coverage	Liability Limits		Item 5		Item 6		Item 7			
		Each Person	Each Occurrence	Deductible	Premium	Deductible	Premium	Deductible	Premium	Deductible	Premium
	Bodily Injury	500,000	1,000,000		\$357		\$157		\$140		
	Medical Payments	2,000			\$55		\$18		\$9		
	Uninsured Motorists	100,000	300,000		\$80		\$24		\$20		
	Property Damage		100,000		\$344		\$125		\$161		
	Comprehensive	Actual Cash Value Less Deductible		100	\$341	No Coverage		No Coverage			
	Full Comprehensive Safety Glass Endorsement (\$0 deductible)			NO COV		NO COV		NO COV			
	Collision	Actual Cash Value Less Deductible		150	\$1,085	No Coverage		No Coverage			
	Enhanced Transportation Expense \$25 per day/\$750 aggregate				\$28	No Coverage		No Coverage			
All Risks	Actual Cash Value Less Deductible		No Coverage		No Coverage		No Coverage				
Vehicle Loan/Lease Protection Endorsement			No Coverage		No Coverage		No Coverage				
New Car Added Protection Endorsement			No Coverage		No Coverage		No Coverage				
Original Equipment Manufacturer Parts (OEM) Endorsement			No Coverage		No Coverage		No Coverage				
Ride-sharing Coverage Endorsement			No Coverage		No Coverage		No Coverage				
TOTAL PREMIUM PER VEHICLE >			\$2,290		\$324		\$330				

* Automobile Death Benefits \$15,000 per deceased insured person

Premium
\$15

Premium Summary

This is not a bill.

CA Surcharge: \$0

Total Additional Premium: \$0.00

Total Premium shown is for the Member Advantage™ Program.

EXCLUSIONS

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:

None

Schedule of Changes

CHANGES

DISCOUNTS/MESSAGES	Item	Rated Driver	Driv Safety Record	Yrs Driv Exp	Est Ann Mi Driven	Veh Garage Zip	Vehicle Usage	Gender	Marital	See final page for explanation of codes.
	5	MCKENZI EVERS	0	8	22,618 Mi	95076	Commute	F	S	
	6	Undesignated			8,000 Mi	95076	Pleasure			
	7	Undesignated			2,500 Mi	95076	Commute			
Discounts: Mature Driver: Item(s) 6, 7. Good Driver: Item(s) 5, 6, 7. Multi Policy home: Item(s) 5, 6, 7. Multi Car: Item(s) 5, 6, 7. New Driver: None. Good Student: None.										
LOSS PAYEE(S)	You may qualify for other products and discounts. For more info call your Insurance Agent House Agent Watsonville									

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